SUPREME COURT OF THE UNITED STATES.

No. 36.

THOMAS LELAND ET AL., PLAINTIFFS,

VERSUS

DAVID WILKINSON.

ON A CERTIFICATE OF A DIVISION IN OPINION OF THE JUDGES OF THE CIRCUIT COURT OF THE UNITED STATES FOR THE RHODE ISLAND DISTRICT.

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UNITED STATES OF AMERICA, ss.

The President of the United States of America to the honorable the Judges of the circuit court of the United States for the district of Rhode Island, greeting:

Whereas lately, in the circuit court of the United States for the district of Rhode Island, before you or some of you, in a cause wherein Thomas Leland, and Cynthia Brown Leland, wife of the said Thomas, both of Windsor, in the county of Windsor, in the Vermont district, George Carlton, and Elizabeth Waite Carlton, wife of the said George, both of Lunenburg, in the county of Essex, in the said Vermont district, Lemuel Hastings, the second of that name, and Jonathan Jenckes Hastings, both of St. Johnsbury, in the county of Caledonia, in the said Vermont district, William James Hastings, of Craftsbury, in the county of Orleans, in the said Vermont district, Lambert Hastings, and Joel Hastings, both of said St. Johnsbury, Harriet Maria Hastings, of said Windsor, all citizens of the State of Vermont, and Hubbard Hastings, of Haverhill, in the county of Grafton, in the New Hampshire district, a citizen of the State of New Hampshire, which said Lambert, Joel, Harriet, Maria, and Hubbard, are minors, under the age of twenty-one years, and sue by Lemuel Hastings, of said St. Johnsbury, a citizen of the State of Vermont, their next friend, were plaintiffs, and David Wilkinson, of North Providence, in the county of Providence, in the Rhode Island district, a citizen of the State of Rhode Island and Providence Plantations, manufacturer, was defendant, it was considered by the said circuit court that the plaintiffs have and recover possession of the premises described in their declaration aforesaid, and their cost of suit, taxed at as by the inspection of the transcript of the record of the said circuit court, which was brought into the Supreme Court of the United States by virtue of a writ of error, agreeably to the act of Congress in such case made and provided, fully and at large appears. And whereas in the present term of January, in the year of our Lord one thousand eight hundred and twenty-nine, the said cause came on to be heard before the said Supreme Court, on the said transcript of the record, and was argued by counsel; on consideration whereof, it is the opinion of this court that there was error in the said circuit court, in refusing to give the charge to the jury which was requested by the defendant's counsel, as stated in the bill of exceptions; and that there was error also in the instruction which the said circuit court gave to the jury, as stated in the same bill of exceptions. It is therefore considered, ordered, and adjudged, by this court, that, for the errors aforesaid, the judgment of the said circuit court in this cause be, and the same is hereby, reversed, and that the cause be, and the same is hereby, remanded to the said circuit court, with directions to award a venire facias de novo; and the same is hereby accordingly removed to the said circuit court

February 23*d*, 1829.

(*Mandate.*)

You, therefore, are hereby commanded that such further proceedings be had in said cause as, according to right and justice and the laws of the United States, and in conformity with the opinion, judgment, and directions of said Supreme Court, ought to be had, the said writ of error notwithstanding.

Witness the honorable John Marshall, Chief Justice of said Supreme

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Court, the second Monday in January, in the year of our Lord one thousand eight hundred and twenty-nine.

WM. THOS. CARROLL,
Clerk of the Supreme Court of the U. S.

RHODE ISLAND DISTRICT, ss.

THOMAS LELAND & WIFE, and others,
vs.
DAVID WILKINSON.
} *Circuit court, June term*, 1830.

This was an action of ejectment for a parcel of land in Pawtucket, North Providence, in the State of Rhode Island, and came on to be tried on the general issue.

The plaintiffs claimed as heirs at law of Cynthia Jenkes, to whom the premises were alleged to have been devised by Jonathan Jenkes, by will, dated January 17, 1787. It was duly proved, or admitted, that Jonathan Jenkes died seized and possessed of the premises; his will was then read in evidence, by which the premises were devised (subject to a life estate, which was extinguished before this action was brought,) to said Cynthia Jenkes, and it was admitted that the plaintiffs were heirs at law of the said Cynthia Jenkes, and that the defendant was in the possession of the land. Here the plaintiffs rested their case.

The defendant's counsel then gave in proof the last will and testament of Jonathan Jenkes the elder, dated the 21st of October, 1779. They also gave in evidence an agreement between Jonathan Jenkes, the younger, and Thomas Earle, dated March 21st, 1783, and a mortgage deed, Jonathan Jenkes to Thomas Earle, dated April 6, 1783, in order to prove the incumbrance on the estate conveyed by Cynthia Jenkes to Moses Brown, and Oziel Wilkineson, hereafter mentioned. They also proved notice of acceptance by Cynthia Jenkes of her executorship, under the will of her deceased husband, and her bond to execute said will. They then offered the inventory, commission of insolvency, appointment of commissioners on her husband's estate, and license to sell real estate, all from the probate office in New Hampshire, her deed to Moses Brown and Oziel Wilkineson, assignment of Cahoon mortgage on Providence estate, her bond to procure confirmation by the General Assembly of Rhode Island of her deed to said Brown and Wilkineson, her petition to the General Assembly, and their act of confirmation; also, the report of commissioners, administration account, and allowance of the same by the court of probate in New Hampshire; also, deed, Moses Brown to Thomas Arnold, deed of partition between Moses Brown, Thomas Arnold, and Oziel Wilkineson, deed, Moses Brown to Timothy Green, Timothy Green to David Wilkineson, Oziel Wilkineson to David Wilkineson: and the defendant also offered parol proof, by witnesses, that Jonathan Jenkes left no personal estate in Rhode Island, and offered parol proof that the proceeds of the estate conveyed by Cynthia Jenkes to Moses Brown, and Oziel Wilkineson, and also to Thomas Arnold, were appropriated to the payment of debts due from the estate of Jonathan Jenkes to citizens of Rhode Island; and proof, by the deposition of Nicholas Jenkes, to a payment to said Jenkes for a claim arising from the rights of the widow of Jonathan Jenkes, the elder, an incumbrance on the estate conveyed to said Brown and Wilkineson. All which papers are hereunto annexed.

But the defendant did not offer to prove that any probate of the will of said Jonathan Jenkes had ever been made, or any administration on his estate had been granted, in Rhode Island, so that any proceedings had been had in the courts of probate in that State, either to ascertain the debts due from the estate of the said Jonathan Jenkes, or the goods and chattels belonging to said estate, for the purpose of making it appear there was or was not any deficiency of personal property to pay such debts. And the plaintiffs insisted, that in order to give operation and effect to the act of June, 1792, it should appear to have been first ascertained, by such proceedings as were according to the general law then existing in Rhode Island, that there were debts due from the estate of the said Jonathan Jenkes, which the goods and chattels of the said Jenkes, at the time of his decease, were insufficient to pay; and therefore the plaintiffs objected to the evidence above offered, as not being competent to prove such deficiency. Upon which the following questions occurred:

1st, Whether any proof could be given of the deficiency of personal assets of the testator, in the State of Rhode Island, or of debts due by him in the said State, except evidence of record upon an administration duly granted, and other proceedings duly had in the proper probate court of that State, according to the general laws thereof.

2d, If any such proof could be so given, whether all or any part of the evidence so offered by the defendant, and objected to, was proper evidence to go to the jury, to prove such debts and deficiency of personal assets.

3d, Whether the proceedings of the General Assembly of Rhode Island, above stated, ratifying the deed aforesaid, were evidence of the deficiency of such personal estate, and the existence of such debts, so as to entitle the deed to be read to the jury, as proof of the title of the defendant.

Upon which questions the court were opposed in opinion; and therefore, upon motion of plaintiffs' counsel, it was ordered that the same questions be certified to the Supreme Court of the United States, for their final decision thereon.

JOSEPH STORY,
JOHN PITMAN.

Will of Jonathan Jenckes.

I, Jonathan Jenkes, of Winchester, in the county of Cheshire, and State of New Hampshire, esquire, being sick, and weak in body, but of sound mind and memory, considering my dissolution to be near at hand, and being resigned to the will of the Great Disposer of all events, and recommending to my executors hereinafter named to bury my body after my decease in a decent and christianlike manner; to complete the remaining duty of life, by making disposition of such estate, real and personal, as I may die possessed of, in order to prevent disputes and difficulties about the same, which might endanger the peace and harmony of my family, which it is my earnest wish they maintain, do make this my last will and testament, viz:

First, I give to my affectionate wife, Cynthia Jenkes, whose attention to my happiness in health, and tender care in my sickness, merits my highest gratitude, the use and improvement of the homestead house, where I now live, the lot whereon it standeth, and the land adjoining thereto; the tan-yard, bark house, and all other buildings thereon; also, of a tract of land containing one hundred acres, be it more or less, which lieth between the highway that goeth over the Governor's Mountain, so called, and the Ashue-

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lot river, and adjoins, eastward, on the furnace commonage; also, of a lot of land on Brush Mountain, which I lately purchased of Lieut. Henry Foster, for a wood lot to my said homestead: all which lots and parcels of land are a part of, and are particularly described in, that part of my estate hereinafter given and devised to my son, Brown Jenkes, to be by her occupied and improved for the comfortable support of herself and our children, and for the carrying on the business of the furnace, forge, and other waterworks in said Winchester, until my said son, Brown Jenkes, shall attain to the age of fourteen years, at which time the rents and profits thereof shall be to the use of, and shall vest in my said son, Brown Jenkes, to be appropriated for his support, education, and the improvement of the interest and estate I have hereinafter given to him. Also, I give and bequeath to my said wife the use and improvement of the house and other buildings, and the lot whereon they stand, now in the improvement of Ezra Healey; also, of the lot of land opposite thereto, on the south side of the road, containing, by estimation, seven acres and an half, be it more or less; also, of two tracts of land on the Governor's Mountain, so called, containing, by estimation, one hundred and sixty-four acres, more or less; also, of one single or half house lot; all which lots and tracts of land, and the building thereon, are a part of, and more particularly described in that part of my estate hereinafter given to my son, Nehemiah Jenkes, to be by my said wife occupied and improved for the comfortable support of her and our children, and for the carrying on the businesses of the furnace, forge, and other waterworks in said Winchester, until my said son Nehemiah Jenkes shall attain to the age of twenty-one years: and when my said sons shall respectively attain to the ages aforesaid at which they come into the possession of the estates herein severally given to them, as will be after mentioned, it is my will that my said wife shall have and enjoy the use and improvement of one-third part of all my improved estate in said Winchester, and of a sufficient quantity of the unimproved lands, for supplying her with wood, fencing, and timber, for her own use. Also, I give to my said wife two milch cows, and one saddle beast fit for her own riding, which shall be provided and delivered to her by my two sons aforenamed, when they shall come into possession of the estates herein severally given to them, as after mentioned, the expense of which to be borne equally between them. Also, I give unto my said wife one woman's riding saddle; and in case that part of my estate lying in North Providence, and in Smithfield, now under a mortgage, as hereinafter expressed, shall be redeemed by my executors after named, and my said wife, Cynthia Jenkes, shall choose to remove to live thereon after my decease, for her comfortable support and accommodation there I give and bequeath to her the use and improvement of the westernmost half of my house called the new house, at Pawtucket, in said North Providence, together with one-half of the barn and garden adjacent thereto; and, also, of the one-half of each of the parts of said estate which I give and devise to my two sons aforenamed, as hereinafter mentioned, to be by her improved and enjoyed for and during the term of her natural life, on condition that she shall, previous to her removal and entering into the possession thereof, fully and absolutely relinquish and surrender all claim to any right of dower in every other part of my estate.

I give and devise to my son Nehemiah Jenks, a lot of land, with a dwelling house thereon, and other buildings, lying in said Winchester, and is that part of lot number one, in the first division of house lots, near the furnace

in said Winchester, which lieth on the northerly side of the road; also, a lot of land on the southerly side of said road, and opposite the lot aforesaid, bounded as follows: beginning at a point twelve rods eastward from Daniel Cahoon's house lot, number two, and at the southerly line of the road; thence running south thirteen degrees east, to Eleazer Ripley's land; thence westerly, bounding southerly on said Ripley's land, to a corner of said Cahoon's land; thence northerly, and bounding westerly on said Cahoon's land, to said road; thence easterly, bounding northerly on the road, twelve rods, to the point of beginning; containing, by estimation, seven acres and one-half acre, be it more or less: also, two tracts of land on the Governor's Mountain, so called, in said Winchester, containing, by estimation, one hundred and sixty-four acres, be the same more or less; one lieth on the southwardly side of the highway that goeth from the furnace over said mountain, and contains all the land I own there on that side of said highway; the other lieth to the northward of said highway, and is the whole of the lot number seven, in the second division of land lately owned by the proprietors of said furnace, in company; also, one tract of land on the northerly side of the Ashuelot river, at the Broad Brook, so called, containing, by estimation, one hundred acres, be the same more or less, and is a part of the lot number seven, in the first division of lands lately owned by the proprietors of said furnace, in company; also, one tract of land adjoining to the last mentioned, containing ninety-eight acres, be the same more or less, bounded as follows: the northernmost part thereof bounds easterly, on lands of Samuel Chandler; northerly, on common lands; westerly, on the said last mentioned tract, until it comes to said Ashuelot river; thence up stream, bounding southwardly on said river, until it comes to a corner of Daniel Hawkins's homestead farm; thence northerly, bounding easterly on said farm, until it comes to the northwest corner thereof, the distance from the river to the said northwest corner being one hundred and nineteen rods; thence turning and running eastward, and bounding southerly on said farm, until it comes to a corner of Lemuel Chandler's land. Also, one small lot of land, called a single or half house lot, lying near said furnace, bounded as follows: westerly and southerly on Jonathan Arnold's land, easterly on a gangway, and northerly on the road, and is lot number three, in the second division of house lots made between the Amity Forge Company. All which said lots and tracts of land, with the buildings and improvements and privileges thereto appertaining, I give and devise to my said son, Nehemiah Jenks, and to his heirs and assigns, for ever.

I give and devise to my son, Brown Jenkes, the lot of land whereon I now live, containing, by estimation, sixteen acres, be the same more or less, lying on both sides of the road, and bounds westerly partly on a gangway which leadeth from said road to the bulkhead, and partly on the lot on the south side of said road, which I have herein given to my son Nehemiah Jenks, southerly on Eleazer Ripley's land, northerly and easterly partly on the furnace commonage, partly on the Ashuelot river, and partly on the said road, together with the dwelling-house, bark-house, tanyard, shops, and all other buildings and improvements thereon; also, all my land which lieth on the north side of the highway which goeth over the Governor's Mountain, between the furnace commonage on the east and the easterly line of lot number seven, in the second division of lands late belonging to the proprietors of said furnace, in company, on the west, and between the said highway on the south, and the Ashuelot river aforesaid on the north and northeast, con-

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taining, by estimation, one hundred acres, be the same more or less; also, twenty-nine acres of land on Brush Mountain, so called, and is the lot I lately purchased of Lieut. Henry Foster; also, one hundred and forty-five acres of land, be the same more or less, lying in the township of Hinsdale, being parts of lots number seven and number eight, in the first division of lands late belonging to the proprietors of said furnace company; also, about one hundred and thirty acres of land adjoining to the last before mentioned, lying partly in said Hinsdale and partly in said Winchester, and is the southerly parts of lots number one and two, in the second division of lands lately owned by the proprietors of said furnace company. All which said lots and tracts of land, with the buildings and improvements thereon, and privileges thereto belonging, I give and devise to my said son Brown Jenks, and to his heirs and assigns, for ever.

I give to my said two sons, Nehemiah Jenks and Brown Jenks, all my right, interest and estate, in and unto the furnace, forge, saw-mill, grist-mill, and all other works in Winchester aforesaid, and in all the privileges, commonages, and advantages appendant thereto, and undivided amongst the several proprietors; and also to and in the land and buildings on the northerly side of the Ashuelot river aforesaid, and to a small triangular lot near to the usual place for forming ore kilns, and to all other lands and interests wheresoever lying and being, now held by the Amity Forge Company; also, in and to the forge in Warwick, which I purchased of Joseph Mayo, (being in the commonwealth of Massachusetts,) with the lands, dwelling-house, and other buildings, the ore bed, water-course, and all and every the privileges and advantages to the same belonging, and also all my right, title, and interest, in and to all ores, mines, and minerals, limestone and hearthstone quarries, which are now owned and held by deed or by lien by the proprietors of said furnace, in company, wheresoever lying and being; and, also, all and every kind of apparatus, tool, implement, and instrument, used in carrying on the business of said furnace and forges, and all other tools and instruments whatever and wheresoever, now owned by the said furnace and forge companies, in company, in what proportion soever the same may be owned, to be equally divided between them, and to be and remain to them and to their respective heirs and assigns, for ever.

I give and devise to my daughter, Cynthia Jenkes, my right in reversion to a lot of land in Pawtucket, in North Providence, in the State of Rhode Island, called the Swamp, the improvement of which my honored father in his last will gave to my sister, Lydia Pitcher; also, one undivided lot of land in Attleborough, in the commonwealth aforesaid, containing about forty-five acres, which I purchased of Enoch Hunt; also one lot of land lying in the township of Winchester aforesaid, containing, by estimation, fifty acres, more or less, and is lot number two, in the third division of lands lately owned by the proprietors of the furnace aforesaid, in company; also, the westerly part of lot number one, in said division last mentioned, being the remainder of said lot number one unsold to Henry Foster, and containing about thirty acres, be it more or less; also, one right of land in the township of Lyndon, and two rights in the township of Billymead, in the State of Vermont, for one of which last mentioned rights I have directed her name to be entered as an original grantee in the charter of said township of Billymead, each right containing about three hundred and twenty acres, exclusive of land allowed for highways. All which rights and lots, with the

privileges and appurtenances thereto belonging, I give to my said daughter, Cynthia Jenkes, and to her heirs and assigns, for ever.

I give and devise to my three children aforesaid, namely, Nehemiah Jenkes, Brown Jenkes, and Cynthia Jenks, all my right and interest in the lands, buildings, and estate, lying and being in the township of North Providence and Smithfield, in the State of Rhode Island, which are named and described in a deed of mortgage I made to Thomas Earl, deceased, to be equally divided between them, and to be and remain to them and their respective heirs and assigns, for ever. And in case one of my said children may die without leaving lawful issue, or not having attained the age of twenty-one years, in such case my will is, if one of my said sons shall die without leaving lawful issue, or not having attained to the age of twenty-one years, as aforesaid, that my said daughter, Cynthia Jenkes, shall have, and I hereby give unto her all the right in my estate last mentioned herein given to the son so dying, to be and remain to her and to her heirs and assigns for ever; and in case my said daughter shall die without leaving lawful issue, or not having attained to the age of twenty-one years, it is my will that the right I have given to her in my lands, buildings, and estate last mentioned, and all other parts of my estate wheresoever lying and being, in this will named and described, and to her separately devised and bequeathed, both real and personal, shall go to and be divided equally between my said two sons, namely, Nehemiah Jenks and Brown Jenks, and be and remain to them and to their respective heirs and assigns for ever. And with respect to all other of my estate herein separately given to my said two sons, my will is that in case either of them shall die without leaving lawful issue, or not having attained to the age of twenty-one years, that the surviving son shall have all thereof which is herein so given to the son so dying, to be and remain to such surviving son and to his heirs and assigns for ever.

And whereas my honored father Jonathan Jenks, deceased, in and by his last will did direct and order that his three sons, namely, Gideon Jenks, Jonathan Jenks, and Nicholas Jenks, should equally between them comfortably support his aged and infirm widow, (my mother-in-law,) for and during her natural life, my will is and I do hereby direct and order that my said two sons, namely, Nehemiah Jenks and Brown Jenks, provide and supply on my behalf for one-third part of her support as aforesaid, equally between them, out of the estates I herein have given to them respectively.

I give and devise to my sister, Lydia Pitcher, all my right in a small lot of land which joins to the westerly side of the house wherein her husband, John Pitcher, now lives, at Pawtucket aforesaid, and which extends westerly between the road and Sargent's trench, to a point, to be and remain to her and to her heirs and assigns for ever.

I will, order, and direct, that the following parts and parcels of my estate be sold, at the discretion and under the direction of my executors afternamed, viz: all my right in the forge at Pawtucket, in North Providence aforesaid, and in that part of the coal-yard which lieth on the south side of the highway, one-eighth part of a small dwelling-house adjoining said coal-yard, called the forge house, one lot of land adjoining the landing at said Pawtucket, which I purchased of John Jenks, also one lot in the proprietor's landing, which I purchased of Joseph Nash, Esq., all my right in lands in the township of Fitzwilliam, in the State of New Hampshire aforesaid, which I purchased of Frederick Read, three-eighths of a small farm in Richmond, which I purchased of Daniel Hawkins, called the Knapp farm;

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all which said lots, tracts, and parcels of land, and my right and interest thereunto, I hereby empower my said executors to sell and dispose of as aforesaid, and to make and execute good and lawful deeds of my right to the purchaser or purchasers of all and every part and parcel thereof, and I will and order that the moneys thence arising be appropriated and applied by my said executors to the payment of my just debts, and the legacies herein made and given.

I give and bequeath to my said wife, Cynthia Jenks, the use and improvement of all my household furniture, for the comfort of her and our children, until my said daughter, Cynthia Jenks, shall attain to the age of twenty-one years, or shall be lawfully married, whichsoever may first happen; and when my said daughter shall have attained to the age of twenty-one years, or shall be lawfully married as aforesaid, my will is that of the said household furniture then remaining an equal division shall be made, and the one-half thereof shall be and remain to my said wife, and the other half thereof to my said daughter, to be and remain to them and their respective uses for ever.

I give to my said son, Nehemiah Jenks, all my wearing apparel, buckles, buttons, &c., to be to and for his use for ever.

In consideration of and in gratitude for the many services rendered me by my kind friend and neighbor, Ezra Healey, whose attention for a long time, and especially in my sickness, has been useful and agreeable, I give to the said Ezra Healey one cow of the value of four pounds ten shillings, lawful money, to be delivered to him within two years next after my decease, by my executors afternamed. I also give him the pasturage of one cow for two seasons, to commence the first season after my decease; the said cow to run in the same pastures with those of my family.

In consideration of the diligence and care which my kinsman, Reuben Bartlett, hath paid to my business since in my employ, and which I trust he will continue so long as he shall remain in the employ of me or my family, and for his kind attention to me in my sickness, I give to the said Reuben Bartlett one cow of the value of four pounds ten shillings, lawful money, to be delivered to him within two years after my decease, by my said executors. And in case when he shall leave my service, and the service of my family, it shall be with intent to remove to some part of the country where maple sugar may be made, I also give him two seventy pound kettles, called sugaring kettles, to be delivered to the said Reuben Bartlett by my said executors, at the time of such his removal.

And whereas in the afore written will mention is made of certain companies, viz: the Furnace Company and Amity Forge Company, and reference is made to certain proportions of interest in said companies; for the full understanding thereof, and of my interest in said companies, respectively, be it remembered that in all property which appertains to said Furnace Company I am the owner of two-eighths parts thereof, and in all property which appertains to the said Amity Forge Company I am the owner of two-sevenths parts thereof, and in the same proportions am chargeable with all demands against the said companies, respectively. And whereas in the disposition of certain lots and tracts of land herein before mentioned and devised, reference is had to certain divisions, and the numbers of lots in such divisions, be it remembered and noted that the plans of the land contained in such divisions, with the lines of the several lots projected thereon, together with the ratification thereof by the parties, under their hands and seals, is lodged in the

office of the town clerk of said Winchester; by instruction of which, and by the several deeds in the hands of the parties, all matters relative thereto may be clearly known.

All the rest of my estate not herein particularly disposed of and before mentioned, both real and personal, wheresoever lying and being, and which shall remain after my just debts and the several legacies before mentioned are paid, I give, devise, and bequeath to my three children aforesaid, namely, Nehemiah Jenks, Brown Jenks, and Cynthia Jenks, to be equally divided between them, and to be and remain to them and to their respective heirs and assigns for ever.

Lastly, I constitute and appoint my affectionate wife, Cynthia Jenks, and my trustworthy and kind friend, Arthur Fenner, jr., of Providence, in the county of Providence and State of Rhode Island, esquire, joint executors of this will. And I do hereby revoke and annul all other wills by me heretofore made, and declare this to be my last will and testament.

In witness whereof I hereunto set my hand and seal, this seventeenth day of January, in the year of our Lord one thousand seven hundred and eighty-seven, (1787.)

JONA. JENKS. [L. S.]

Signed, sealed, published, pronounced, and declared by the said Jonathan Jenks as his last will and testament, in presence of

DANL. CAHOON,
DAN. SEVERANCE,
JONA. ARNOLD.

CHESHIRE, ss. *Term March 23d*, 1787.

By the Hon. Thomas Sparhawk, Esq., Judge of the probate of wills, &c., for said county.

The foregoing will being presented for probate by Jona. Arnold, Esq., in behalf of Cynthia Jenks, one of the executors therein named, Daniel Cahoon and Jona. Arnold, two of the witnesses, personally appeared and made solemn oath that they saw Jona. Jenks, the testator, sign and seal, and heard him publish, pronounce, and declare the foregoing instrument to be and contain his last will and testament, and that when he so did he was of sound disposing mind and memory, according to their best discerning; and that they, together with Daniel Severance, the other witness, subscribed their names as witnesses, in the presence of the testator and of each other.

Sworn before

THO. SPARHAWK, *J. Probate.*

I do therefore approve of this will, and allow the same to be proved.

THO. SPARHAWK, *J. Probate.*

CHESHIRE, ss.

I hereby certify that the foregoing is a true copy of the last will and testament of Jona. Jenks, Esq., late of Winchester, in said county, deceased, and of the probate thereof, consisting of thirteen pages, approved and allowed by Tho. Sparhawk, judge of probate, and recorded by Micah Lawrance, register.

I also certify that the above is the seal used by the probate court for the county of Cheshire aforesaid.

Attest,

[L. S.] ASA PARKER, *Reg'r of Probate.*

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Received by the court of probate of North Providence, and recorded in their probate book 3d, from pages 351 to 360.

WM. N. RHODES, *P. Clk.*

The elder Jonathan Jenckes's will.

In the name of God, amen. I, Jonathan Jenckes, of Brookfield, in the county of Worcester, in the State of Massachusetts Bay, blacksmith, being in good health and perfect memory, blessed be God therefor, do, this seventh day of October, A. D. one thousand seven hundred and seventy-nine, make and publish this my last will and testament, in manner following; that is to say—

Imprimis. I commend my soul into the hands of Almighty God, who gave it me, and my body to the earth, from whence it came, in hopes of a joyful resurrection through the merit of my Saviour, Jesus Christ. And as for that worldly estate wherewith it hath pleased God to bless me, I dispose thereof as follows:

First of all, my mind and will is, and I do hereby order and direct that my just debts and funeral charges be paid and discharged out of my personal or movable estate, by my executors hereinafter named. Whereas my loving wife, Freelove Jenckes, is in a low, melancholy state of body and mind, and to all human appearance likely so to remain during her pilgrimage through this transitory life, and is altogether incapable and unable to take care of herself; in consideration whereof, and in tender regard to her, I do therefore hereby order and direct that my three well-beloved sons, viz: Gideon Jenckes, Jonathan Jenckes, and Nicholas Jenckes, their heirs, executors, or administrators, find and provide to and for her, the said Freelove, equally between them, all that support, maintenance, aliment and nourishment, that she shall reasonably stand in need of for her best and most comfortable subsistence, during the term and space of her natural life.

Item. I give my well-beloved son, the said Gideon Jenckes, the two undivided fifth parts of my land and buildings, situate, lying and being in the town of Ashford, in the county of Windham, in the State of Connecticut, to be and remain unto him, his heirs and assigns, as an estate in fee simple, for ever. I also give to my said son, Gideon Jenckes, the one undivided third part of my blacksmith shop, standing on the bank of the river, below Pawtucket falls, with all my right in the forge or iron mill near the said falls; each being and standing in North Providence, in the county of Providence, to be and remain unto him, my said son, Gideon Jenckes, and to his heirs and assigns, for ever.

Item. I give my well-beloved daughter, Sarah Peck, about twenty-five acres of land within fence and under improvement, lying and being in Smithfield, in the said county of Providence, on the westerly side of the highway, and is bounded northerly on land of Christopher Arnold, westerly with land of the said Christopher Arnold and Enoch Arnold, southerly with land belonging to the heirs of Samuel Bayley, deceased, and easterly with said highway; also, about four acres of wood lying on the easterly side of said highway, near to the above twenty five acres of land, and is bounded westerly with said highway, southerly with land of the said Samuel Bayley's heirs, and northeasterly with land of Samuel Bayley, to be and remain unto her, the said Sarah Peck, and to her heirs and assigns, for ever. I also give to the said Sarah Peck one large silver spoon.

Item. I give to my well-beloved daughter, Lydia Pitcher, a small lot of

land lying at the northwesterly end of the great bridge built over Pawtucket falls, in North Providence aforesaid, with a dwelling-house thereon standing, bounded southerly with the aforesaid highway and coal-yard, northerly with a line being ten feet short of the trench known by the name of Sargent's trench, and southeasterly with said Pawtucket river, together with about thirty acres of land lying in said Smithfield, on the easterly side of the road leading from Pawtucket falls to said Smithfield, and is bounded northerly with land belonging to the heirs of the aforesaid Samuel Bayley, deceased, easterly with land of Ebenezer Jencks, Esq., southerly with land of William Jenckes, and westerly with said road, to be and remain unto her, the said Lydia Pitcher, and to her heirs, for ever, as an estate in fee simple. I also give to the said Lydia Pitcher the improvement, profit, and income of about three acres of land lying in North Providence aforesaid, called the Swamp, for and during the full term of the natural life of her, the said Lydia Pitcher, and is bounded westerly with land of my son, Jonathan Jenckes, and easterly with the highway leading from the landing-place. I also give to the said Lydia Pitcher two large silver spoons.

Item. I give to my aforesaid well-beloved daughter, Sarah Peck, the one undivided moiety or half part of a lot of land, with the one-half of the dwelling-house thereon being and standing, situated in North Providence aforesaid, at the lower ship yard, so called, to be and remain unto her and her heirs and assigns, for ever.

Item. I give to my well-beloved son, Jonathan Jenckes, a tract or lot of land in North Providence aforesaid, containing about seven acres, more or less, with two dwelling houses and other buildings thereon standing, bounded, southwesterly, the highway, southeasterly Pawtucket river, northerly and westerly with land of William Jenckes, together with all the rest and residue of my lands lying in North Providence and Smithfield aforesaid, including the tract of land, containing about three acres, of which I have given the improvement to my aforesaid daughter, Lydia Pitcher, during her natural life, together with one-third part of the upper blacksmith shop, so called, in North Providence aforesaid, to be and remain unto him the said Jonathan Jenckes, and to his heirs and assigns, as an estate in fee simple, for ever. I also give to my said son Jonathan Jenckes one large silver spoon.

Item. I give my well-beloved son, Nicholas Jencks, all that my homestead farm, situate, lying and being in Brookfield aforesaid, with a dwelling-house and other buildings thereon standing, and which I purchased of Jonathan Bond, with one undivided fifth part of all my lands and buildings lying in Ashford, in the county of Windham, and State of Connecticut aforesaid, to be and remain to him, my said son Nicholas Jenckes, and to his heirs and assigns, as an absolute estate of inheritance, in fee simple, for ever. I also give to my said son Nicholas Jenckes two large silver spoons.

Item. I give to my well-beloved daughter, Mary Jenckes, the one undivided fifth part of my land and buildings lying in Ashford aforesaid, together with the one-half of all my household goods, and one cow; all which to be and remain to her, the said Mary Jenckes, and to her heirs and assigns, for ever

Item. I give to my well-beloved daughter, Freelove Jenckes, the remaining one fifth part of all my land and buildings in Ashford aforesaid, together with the remaining half part of my household goods, and one cow; to be and remain to her, the said Freelove Jenckes, and to her heirs and assigns, for ever.

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And whereas I own one right and an half in certain lands lying and being at Schenata, in the province of Nova Scotia, containing about five hundred acres, together with a stock of cattle thereon; all which I give to my three before named sons and four daughters, to be equally divided between them, to be and remain unto them, severally and respectively, and to their several and respective heirs and assigns, for ever.

Item. I give to my aforenamed well-beloved son, Gideon Jenckes, about fourteen acres of land lying in Brookfield aforenamed, which I lately purchased of Timothy Hall, to be and remain unto him, his heirs and assigns, for ever. I also give to my said son, Gideon Jenckes, one silver spoon.—And my will further is, I do hereby further order and direct that after my just debts and funeral charges are paid and discharged, that then the remaining part of my movable and personal estate be equally divided between my two aforenamed sons, Gideon Jenckes and Nicholas Jenckes, to be and remain to them, their heirs and assigns, for ever. And I do hereby constitute, make and ordain my two aforenamed sons, Gideon Jencks and Nicholas Jenckes, my joint executors of this my last will and testament; and do also hereby utterly disallow, revoke and disannul, all and every other former testament, wills and legacies, and bequests and executors, by me in any ways before named, willed, and bequeathed, ratifying and confirming this and no other to be my last will and testament.—In witness whereof I have hereunto set my hand and seal, the day and year first above written.

Signed, sealed, published, pronounced, and declared by the said Jonathan Jenckes as and for his last will and testament, in the presence of us whose names are hereunder written, who did each of us subscribe our names as witnesses, at his request and in his presence.

JONATHAN JENCKES, [L. S.]

DANIEL FORBES,
EZRA RICHMOND,
DANIEL FORBES, jr.

A true copy from the records.
Attest, JOSEPH WHEELER, *Register.*

WORCESTER, ss.

To all persons to whom these presents shall come, Levi Lincoln, Esq., judge of the probate of wills, &c., in the county of Worcester, within the commonwealth of Massachusetts, sendeth, greeting:

Know ye that, on the 7th day of May, anno Domini 1781, the instrument hereunto annexed, purporting the last will and testament of Jonathan Jenckes, late of Brookfield, in the county of Worcester, blacksmith, deceased, was presented for probate by Gideon Jenckes and Nicholas Jenckes, the executors therein named—present, Daniel Forbes, Ezra Richmond, and Daniel Forbes, jr., the witnesses thereto subscribed, who made oath that they saw the said testator sign, seal, and heard him declare the said instrument to be his last will and testament, and that they subscribed their names together as witnesses to the execution thereof, in the said testator's presence; and that he was then, to the best of their judgment, of a sound and disposing mind.

I do prove, approve, and allow of the said instrument, as the last will and testament of the before named deceased, and do commit the administration thereof in all matters the same concerning, and of his estate whereof he died seized and possessed in said commonwealth, unto Gideon Jenckes and

Nicholas Jenckes, the before named executors, well and faithfully to execute the said will, and to administer the estate of the said deceased according thereto, who accepted of their said trust, and have given bonds to execute the same according to law; and they shall render an account, upon oath, of their proceedings, when thereunto lawfully required.

In testimony whereof, I have hereunto set my hand and seal of office, the day and year above written.

LEVI LINCOLN, *J. Probate.* [L. S.]

A true copy, as appears of record.

Attest, THEOPH'S WHEELER, *Reg'r of Prob.*

WORCESTER, ss.—*To whom it may concern:*

I, the subscriber, judge of the probate of wills, &c., within and for the said county of Worcester, certify that the within named Theophilus Wheeler is register of probate for the said county, duly appointed to the said office, and sworn, and that full faith is to be given to his proceedings and attestations in that capacity.

Witness my hand and seal of office, this eighteenth day of February, anno Domini 1794.

JOSEPH DORR, *J. Probate.* [L. S.]

Agreement between Jonathan Jenckes and Thomas Earle.

It is agreed between Jonathan Jenks, Esq., of North Providence, and Thomas Earl, late of Mendon, but now residing in Providence, merchant, that the said Thomas Earl loan to the said Jonathan Jenks the sum of two thousand dollars, upon interest, he securing the payment thereof to him and his heirs and assigns, by mortgaging such real estate as shall, in the judgment of Moses Brown and Thomas Arnold, be sufficient for the security thereof. And as the bounds of the lands proposed to be mortgaged, with the clearness of the title, cannot be ascertained within a few days, it is agreed the money, or security thereof, be lodged in the hands of Thomas Arnold, to be by him delivered up to the said Jonathan Jenks, as his property, upon his giving security as above: that is to say, Benjamin Ellery's note for sixteen hundred and eight dollars and half, assigned by the said Thomas Earl, and the said Jonathan Jenks's own note of hand for three hundred and ninety-one dollars and half; the former payable in ten days, at farthest, the latter on demand; said mortgage deed to be made payable in eight years, the interest thereof annually; and upon failure of said annual payment, the condition of the mortgage to be void upon such failure, with right to recover possession: which mortgage deed the said Jonathan Jenks engages to procure as above.

JONA. JENKS,
THOS. EARL.

PROVIDENCE, *March* 21, 1783.

In presence of—

JOHN EARL,
NICH. EASTON.

300.

Mortgage—Jonathan Jenckes to Thomas Earle.

To all people to whom these presents shall come, I, Jonathan Jenks, of North Providence, in the county of Providence, and State of Rhode Island, Esq., send, greeting:

Know ye that I, the said Jonathan Jenks, for and in consideration of the sum of two thousand Spanish milled dollars, to me in hand before the ensealing hereof well and truly paid, by Thomas Earl, late of Mendon, in the commonwealth of Massachusetts, but now residing in Providence, in said county of Providence, merchant, the receipt whereof I do hereby acknowledge, and myself herewith fully satisfied, contented, and paid, and thereof and of every part and parcel thereof, do exonerate, acquit, and discharge him, the said Thomas Earl, his heirs, executors, and administrators, for ever, by these presents, have given, granted, bargained, sold, aliened, enfeoffed, conveyed and confirmed, and by these presents do freely, fully and absolutely, give, grant, bargain, sell, alien, enfeoff, convey and confirm, unto him, the said Thomas Earl, his heirs and assigns, for ever, the following tracts and parcels of land, to wit: one tract of land lying in North Providence aforesaid, near Pawtucket falls, containing about seven acres, with two dwelling-houses, one barn and cornerib thereon standing, bounded as followeth: beginning at a chesnut post, standing on the north side of the post road, and is a southeast corner of land belonging to William Jenks; from thence on the north side of said road, running southeasterly till it comes within twelve feet of Sargent's trench; thence easterly, keeping the same distance, till it comes to Stephen Jenks's house lot; thence northerly by said lot, till it comes to the northwest corner of said lot; thence easterly by said lot, till it comes within ten feet of said Sargent's trench; thence northerly by said trench, keeping the same distance, till it comes to the head of said trench; thence easterly to Pawtucket river; thence northerly, by said river, till it comes to land of William Jenks; thence westwardly and southerly, by said Jenks's land, to the first mentioned bound. One other lot of land lying in North Providence, adjoining on the west side of the river called Seaconk river, a little below the landing-place, with a cooper's shop thereon standing, and contains, by estimation, forty-one acres and thirty-six poles, be the same more or less, it being the same lot I purchased of Gideon Jenks, and is bounded as follows: beginning at the northeast corner at a heap of stones by the side of the river, and is the southeast corner of a lot of land which did belong to Jonathan Jenks and Ichabod Ward; from thence west, one degree south, with said lot, about one hundred and ten feet, to a stone standing in the ground, marked I. W., for a corner; thence north, with said lot, eighty feet, to another stone standing in the ground, for a corner; thence west, with land belonging to John Jenks, fifty-four rods and eleven feet, to a stone pitched in the ground, for a corner; from thence running south, fifteen degrees east, seventy four rods, to a large black oak stump, for a corner; from thence east, two degrees north, twenty-two rods and half, crossing the highway to a heap of stones, for a corner; thence south, nearly seven and half east, with said highway, sixty rods, to a large gray oak stump, for a corner; thence east, nineteen degrees north, forty-four rods, to said river, there making a corner; thence northerly, with said river, to the first mentioned corner. The highway running through part of said tract of land, two rods wide, is hereby excepted. One other lot in said North Providence, which I purchased of John Jenks, situated a little westerly of the distil-

house, and is bounded as follows: beginning at the northwest corner of a lot of land belonging to Joseph Jenks; then northerly and westerly with the highway leading to Providence, until it comes to land of John Sears; then southerly, bounded westerly on said Sears's land, till it comes to land of Ezek. and George Jenks; then easterly, bounding southerly with said land, till it comes to land improved by John Pitcher; then northerly, with John Pitcher's improvement, till it comes to land of Hezekiah Allen; then by said Allen and Joseph Jenks's land, to the first mentioned corner; reserving out of the same one lot of land forty feet square, which I sold David Hawkins, nearly opposite his dwelling-house. One other tract of land in said North Providence, containing about eight acres, situate in the fork of the road leading from Pawtucket to Providence, and to a place called log bridge, bounding northerly on said log bridge road, southerly on said road leading to Providence, and westerly with lands of William Bayley, Esq. One other tract of land lying partly in North Providence and partly in Smithfield, containing about eighty acres, part meadow, part arable, part pasture, and part wood land, bounded, at the southwest corner—a large pine tree, marked, standing near the barn of the heirs of Samuel Bayley, deceased, being a northwest corner of a lot belonging to William Bayley, Esq.; then easterly by said Bayley's land, till it comes to his northeast corner; then southerly, by land of said William Bayley, Samuel Bayley, and Ichabod Jenks, till it comes to a large red oak tree, marked with stones about it; then easterly, to a large black oak, marked; then southerly, on land of Ichabod Jenks and William Maxwell, till it comes to Bayley's pond, (so called,) keeping the same course across said pond, by land of John Sears, till it comes to log bridge road; then easterly, on the north side of said road, till it comes opposite Ezek. and George Jenks's land; then northerly on said land, and that of Ebenezer Jenks, Esq., till it comes to Smithfield road; then westerly on said road, till it comes to Samuel Bayley's land; then southerly on his and David Bayley's land, to the first mentioned bound. One other lot of land, lying on Mashasuck river, in said Smithfield, containing about twenty acres; bounding southerly on land of John Bucklin and William Bayley; westerly on the river, and land of Nehemiah Sheldon; southerly and easterly on land belonging to the heirs of Samuel Bayley, and on William Bayley's bog meadow, and partly on Cool Spring brook, partly on a cart way, and partly on upland belonging to the heirs of Samuel Bayley. All which tracts of land, excepting those herein mentioned to have been purchased of Gideon Jenks and John Jenks, were given me by my honored father, Jonathan Jenks, deceased, in his last will and testament, as reference thereto being had will more fully appear; reserving the dower of the widow of Nathaniel Jenks, deceased, out of two acres and an half of the meadow lot: To have and to hold the said granted and bargained premises, with all the appurtenances, privileges and commodities to the same belonging, or in any wise appertaining, to him, the said Thomas Earl, heirs and assigns, for ever, to his and their only proper use, benefit and behoof, for ever. And I, the said Jonathan Jenks, Esq., for myself, my heirs, executors, and administrators, do covenant, promise and grant to and with the said Thomas Earl, his heirs and assigns, that at and before the ensealing hereof, I am the true, sole, and lawful owner of the above bargained premises, and am lawfully seized and possessed of the same in my own proper right, as a good, perfect, and absolute estate of inheritance, in fee-simple, and have in myself good right, full power, and lawful authority to grant, bargain, sell, convey, and confirm

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the said bargained premises, in manner as aforesaid; and that the said Thomas Earl, his heirs and assigns, shall and may, from time to time, and at all times for ever hereafter, by force and virtue of these presents, lawfully, peaceably, and quietly, have, hold, use, occupy, possess, and enjoy the said demanded and bargained premises, with the appurtenances, free and clear, and freely and clearly acquitted, exonerated, and discharged of and from all and all manner of former or other quits, grants, bargains, sales, leases, mortgages, wills, entails, jointures, doweries, judgments, executions, or incumbrances, of what name or nature soever, that might in any measure or degree obstruct or make void this present deed. Furthermore, I, the said Jonathan Jenks, Esq., for myself, my heirs, executors, and administrators, do covenant and engage the above demised premises to him, the said Thomas Earl, his heirs and assigns, against the lawful claims or demands of any person or persons whatsoever, for ever to warrant, secure, and defend, by these presents. And I, the said Cynthia Jenks, wife of the said Jonathan Jenks, in consideration as above, do hereby freely and voluntarily relinquish, and for ever quit claim, to him, the said Thomas Earl, his heirs and assigns, for ever, all my right of dower and power of thirds, of, in, and unto the above bargained and granted premises. Provided, nevertheless, and it is the true intent and meaning hereof, that if the above named Jonathan Jenks, Esq. shall and truly pay to the said Thomas Earl, his heirs, executors, administrators, or assigns, the value and weight of two thousand Spanish milled dollars, in silver or gold, equivalent, on or before the sixth day of the fourth month, called April, which will be in the year one thousand seven hundred and ninety-one, together with the lawful interest thereof, yearly, as it shall become due, then this instrument is to be void and of no effect or virtue; otherwise, that is, in case he shall fail to pay said sum of two thousand dollars, by the day last mentioned, or shall neglect or refuse to pay the interest thereof yearly, and every year, as it shall become due, then, from such time, this deed shall be and remain in full force and virtue, to all intents and purposes whatsoever, in the law: and the said Thomas Earl, his heirs and assigns, shall and may enter into the actual possession of the hereby granted premises, and enjoy the same to his and their own use, benefit and behoof.

In witness whereof the said Jonathan Jenks, and Cynthia Jenks, his wife, have hereunto subscribed their names, and affixed their seals, this seventh day of the fourth month, called April, A. D. one thousand seven hundred and eighty-three.

JONATHAN JENKS. [SEAL.]
CYNTHIA JENKS. [SEAL.]

Signed, sealed, and delivered in presence of—
MOSES BROWN,
DAVID HOWELL,
THOS. ARNOLD,
OZIEL WILKINSON.

PROVIDENCE, *April* 7, 1783.

The within subscriber, Jonathan Jenks, appeared personally, and acknowledged the within instrument, by him subscribed, to be his voluntary act and deed, hand and seal, before me.

JAMES ARNOLD, *J. P.*

PROVIDENCE, ss.

NORTH PROVIDENCE, 16*th of* 4*th month, called April*, 1783.

The within subscriber, Cynthia Jenks, appeared personally, and acknow-

ledged the within instrument, by her subscribed, to be her voluntary act and deed, hand and seal, before me.

WM. BAYLEY, *J. P.*

The above and afore written instrument, recorded March 15, 1784.

P. HOPE ANGELL, *T. Clk.*

I certify that this contains a true copy of a mortgage deed, as recorded in North Providence, in book 2, pages 169–70.

WM. N. RHODES, *Town Clerk.*

Administration Bond.

Know all men by these presents that we, Cynthia Jenks, widow, Daniel Cahoon, and Jonathan Arnold, Esq., all of Winchester, in the county of Cheshire, and State of New Hampshire, are holden and stand firmly bound and obliged unto Thomas S. Sparhawk, Esq., judge of the probate of wills, &c., within and for the county of Cheshire aforesaid, in the full sum of one thousand pounds, lawful money of said State, to be paid to the said Thomas S. Sparhawk, or his successors in said office, or assigns; to the true payment whereof we bind ourselves, and each of us, our and each of our heirs, executors, and administrators, jointly and severally, for the whole, and in the whole, firmly by these presents: sealed with our seals, dated the twenty-third day of March, anno Domini 1787.

The condition of this present obligation is such; whereas the above bound Cynthia Jenks, in and by the last will and testament of her husband, Jonathan Jenks, aforesaid, late of Winchester, esquire, deceased, is constituted and appointed executrix of the said will, and she having exhibited the same for probate, by the hand of her trusty friend, Jonathan Arnold, Esq., thereby taken upon herself the trust reposed in her by the testator: Now, therefore, if she, the said Cynthia Jenks, her heirs, executors, or administrators, or any of them, do well and truly execute the said will, or administer the estate according to law, and the true intent and purport of said will, in all matters the same concerning, and render a plain and true account of her executorship unto the said judge or judges of probate, for the time being, when thereunto required, then above written obligation to be void; otherwise, to abide in full force and virtue.

CYNTHIA JENKS,
DANIEL CAHOON,
JONATHAN ARNOLD.

Signed, sealed, and delivered in presence of us,

EZRA HEALY,
JONA. HOWARD.

Attest, FRED'K A. SUMNER, *Reg. Prob.*

Acceptance of appointment.

WINCHESTER, *March 23d*, 1787.

SIR: In compliance with the appointment in the last will and testament of my late husband, Jona. Jenks, Esq., deceased, I do agree to be executor to said will, jointly with Arthur Fenner, Esq., of Providence.

CYNTHIA JENKS.

THOS. SPARHAWK, Esq.

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STATE OF NEW HAMPSHIRE, CHESHIRE, ss.

The foregoing is a true copy of a paper on file in the probate office for said county of Cheshire.

Attest, FRED. A. SUMNER, *Reg'r of Probate.*

Commission of insolvency on the estate of Jona. Jenckes.

STATE OF NEW HAMPSHIRE.

By the Hon. John Hubbard, Esq., judge of the probate of wills, &c., for said county, to Messrs. Daniel Hawkins, Ezra Healey, and Jonathan Learned, all of Winchester, in said county, greeting:

You are hereby constituted and appointed commissioners to receive and examine the claims of the several creditors to the estate of Jonathan Jenks, esquire, late of said Winchester, deceased, testator, under the administration of Cynthia Jenks, of said Winchester, widow, represented insolvent, and see how they are made out; and you are to cause the time when, and place where you will attend that service, to be made known, as the law of said State, in such cases provided, directs, and six months' time from the date hereof is allowed you for that purpose; at the end of which time, you are to present a list of all such claims as you shall judge to be well made out, to the judge of probate of wills, &c., for said county, for the time then being, under your hands, upon oath to your fidelity and impartiality herein, together with this commission: dated at Walpole, the 28th day of July, anno Domini 1790.

By order of judge. MICAH LAWRANCE, *Reg'r Probate.*

A true copy.

Attest, FREDERICK A. SUMNER, *Reg'r Probate.*

CHESHIRE, ss.—*March* 17, 1791.

To the commissioners within named.

You are authorized to continue to receive and examine the claims of the creditors of the estate of the within named Jona. Jenks, Esq., deceased, for the term of six months, from this date, of which you are to give notice and make return, agreeable to the within commission.

By order of the judge.

MICAH LAWRANCE, *Reg'r Probate.*

A true copy.

Witness, FREDERICK A. SUMNER, *Reg'r Probate.*

The within and foregoing is a true copy of the original commission of insolvency, and extension thereon, on file in the probate office in said county of Cheshire.

Attest, FRED. A. SUMNER, *Reg'r Probate.*

License to sell estate of Jona. Jenks, Esq.

STATE OF NEW HAMPSHIRE, CHESHIRE, ss.

John Hubbard, Esq., judge of the probate of wills, &c., for said county, to all unto whom these presents shall come, greeting:

Know ye that upon examination before me, at Charlestown, in said county, this day, it appears that the personal estate of Jonathan Jenks, Esq., late of

Winchester, in said county, deceased, in the hands of Cynthia Jenks, executrix of the estate of the said Jonathan, is not sufficient to pay the debts and demands due from said estate. Wherefore, license is hereby granted to the said Cynthia, to sell so much of the real estate of the said Jona. Jenks, as, together with the personal estate, will be sufficient to pay and discharge said debts and demands, with incidental charges. And the said Cynthia Jenks is hereby authorized to execute a valid conveyance of all the right and demand of the said Jona. Jenks, in and unto the said real estate, at the time of his decease, to the purchaser: and she is directed to render an account of the money which be raised thereby; how it has been applied; as the law directs.

In testimony whereof, I have hereunto set my hand, and the seal of the court of probate for said county, the 22d day of July, anno Domini 1790.

JOHN HUBBARD. [L. S.]

Copy examined by

MICAH LAWRANCE, *Reg'r Probate.*

Recorded by

MICAH LAWRANCE, *Reg'r Probate.*

A true copy of record.
Attest, FRED. A. SUMNER, *Reg'r Probate.*

Inventory of Jona. Jenckes's estate.

To the Hon. JOHN HUBBARD, Esq.,
Judge of probate for the county of Cheshire.

In obedience to the warrant for that purpose, we, the subscribers, have appraised all the personal and real estate of the late Jona. Jenks, Esq., of Winchester, deceased, shewn to us by Mrs. Cynthia Jenks, according to the best of our judgment, viz:

	£	s.	d.
One-quarter part of the furnace, forge, saw-mill, grist-mill, flax-mill, blacksmith shop, a coal house, with one-quarter part of the land reserved for the use of said works; with one-quarter part of all the iron ore and limestone belonging to the furnace, by lease, &c.; with a quarter part of all the tools, and every other privileges belonging to said works, at - - -	400	0	0
224 acres of land below the furnace, south side of the river, 15*s.*,	168	0	0
222 do. do. on the north side of the river, 15*s.*, - -	166	10	0
278 do. do. mostly in Hinsdale, 12*s.*, - - -	166	16	0
40 do. do. west of Daniel Cahoone, Esq., 20*s.*, - -	40	0	0
$\frac{2}{8}$ parts of 40 acres of land in Richmond, - - -	18	15	0
$\frac{2}{7}$ parts of 30 acres of lands, buildings, and ore bed, in Warwick,	28	11	5
House, lot, bake-house and tanyard, Mr. Healy now improves,	90	0	0
House, with the other buildings, and about 20 acres of land, where Mrs. Jencks now lives, - - - -	180	0	0
A house lot south of the road, adjoining Jona. Arnold's, -	6	0	0
20 acres of land on Brush mountain, 20*s.*, - - -	20	0	0
One right of land in Lyndon, State of Vermont, - -	60	0	0
Two rights of land in Billymead, do. - - -	45	0	0
$\frac{2}{7}$ parts of a small house and small piece of land, north of the river, adjoining *Damb*, - - - - -	8	11	3
An obligation for money against Daniel Cahoon, Esq., -	300	0	0

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	£	s.	d.
A note of hand signed by Gideon Jenks,	12	17	0
A note of hand signed by Josiah Arnold,	1	6	0
One old horse,	5	0	0
Two cows,	5	8	0
One old stag,	5	0	0
One two-year-old steer,	1	16	0
Two small calves,	0	18	0
One sheep and lamb,	0	9	0
Three small hogs,	2	0	0
118 coat buttons, 6*s.*, and 94 jacket buttons, 2*s.*, and 3 marking irons, 2*s.*,	0	10	0
2 plane irons, 8*d.*, 5 *frog* oil *hoss*, 6*d.*, and 4 *wimble* bits, 8*d.*,	0	1	10
5 coffee cups and saucers, 9*d.*, and 4 tea cups and saucers, 5*d.*,	0	1	2
10 cream-colored plates, 4*s.*, and 10 do. mended, 2*s.*, and two stone platters, 1*s.* 6*d.*,	0	7	6
2 block tin tea pots, 3*s.* 6*d.*, and 4 cream pots, 9*d.*,	0	4	3
3 vinegar cruizes, 1*s.*, and 2 brass candlesticks, 12*s.*,	0	13	0
3 mustard pots, 9*d.*, and 4 pepper flasks, 1*s.* 6*d.*, and 2 egg cups, 6*d.*,	0	2	9
3 iron candlesticks, 1*s.*, and 1 turene, 3*s.*,	0	4	0
1 brass coffee pot, 5*s.*, and 1 black earthen coffee pot, 9*d.*,	0	5	9
1 stone strainer, 6*d.*, and 3 sugar bowls, 1*s.* 6*d.*,	0	2	0
12 wine glasses, 4*s.*, and 2 butter boats, 10*d.*, and 1 fruit dish, 8*d.*,	0	5	6
1 decanter, 1*s.* 6*d.*, and 3 Japan servers, 3*s.* 6*d.*,	0	5	0
16 China cups and saucers, 8*s.*, and 7 china coffee cups, 4*s.*,	0	12	0
	1,736	12	9

	£	s.	d.	
6 China plates, 6*s.*, and 6 small stone butter plates, 1*s.* 6*d.*,	0	7	6	
1 glass case, 2*s.* 8*d.*, and 1 fish platter, 1*s.* 4*d.*,	0	4	0	
1 butter pot, 9*d.*, three glass salts, 1*s.* 6*d.*, 2 silver spoons, 23*s.* 6*d.*,	1	5	9	
6 silver tea spoons, 9*s.*, 6 block tin do. 1*s.*,	0	10	0	
5 washed tea spoons, 8*d.*, and 6 pewter do. 10*d.*,	0	1	6	
14 pewter basins and porringers,	0	14	0	
2 tin coffee pots, 1*s.* 9*d.*, 2 small tin measures, 1*s.* 6*.*,	0	3	1	
2 tin tunnels, 1*s.* 6*d.*, and 1 tin cover, 6*d.*,	0	2	0	
6 knives and forks, 3*s.* 6*d.*, and one chopping knife, 6*d.*,	0	4	0	
1 brass ladle, 1*s.* 6*d.*, and 1 brass kettle 18*s.*,	0	19	6	
6 pewter tea spoons, 4*d.*, and 7 lb. pewter platters and plates, 26*s.* 3*d.*,	1	6	7	
				5 17 11
1 small brass kettle, 5*s.*, and 1 warming pan, 9*s.*,	0	14	0	
1 old coffee mill, 2*s.*, and 2 milk pans, 2*s.*,	0	4	0	
3 earthen platters, 1*s.*, and 1 do. mug, 6*d.*, and 3 *killers*, 2*s.* 9*d.*,	0	4	3	
3 old *plats*, 2*s.* 6*d.*, and 2 wooden bowls, 1*s.*,	0	3	6	
1 churn, 4*s.*, and 4 old earthen cream pots, 2*s.*,	0	6	0	
1 cheese tub, 2*s.*, and 3 small wooden dishes, 10*d.*,	0	2	10	

	£	s.	d.			
6 small sugar boxes, 2*s*., and 1 tin lanthorn, 3*s*., -	0	5	0			
2 pair flat irons, 9*s*., and 2 andirons, 16*s*., -	1	5	0			
2 iron fire pans, 3*s*., and 1 pair tongs, 4*s*., -	0	7	0			
1 toasting iron, 3*s*., and 1 gridiron, (broke,) 1*s*., -	0	4	0			
4 old iron pots, 22*s*., and 4 old iron kettles, 14*s*.,	1	16	0			
1 old bake pan, 7*s*., 1 dripping pan, 4*s*., - -	0	11	0			
				6	2	7
5 iron basins, 9*s*., 200 refuse cart boxes, 16*s*. 8*d*.,	1	5	8			
3 iron pots, refuse, 7*s*., and 1 iron kettle, 3*s*., -	0	10	0			
2 tea kettles, refuse, 4*s*., and 2 *skittles*, refuse, 1*s*.,	0	5	0			
1 iron basin, 1*s*. 6*d*., and 60 lb. old iron, 3*s*., -	0	4	6			
1 tea kettle, 4*s*., and 1 frying pan, 3*s*., - -	0	7	0			
6 Windsor chairs, 24*s*., 12 banister back, do. 15*s*.,	1	19	0			
6 slat backed do. 6*s*., 1 large do. 1*s*. 6*d*., 4 tables, 28*s*.,	1	15	6			
1 candle stand, 2*s*. 6*d*., and 1 old desk, 30*s*., -	1	12	6			
4 old trunks, 18*s*., 3 old chests, 12*s*., 3 sieves, 3*s*. 6*d*.,	1	13	6			
1 half bushel, 1*s*. 6*d*., 1 *pict*, 9*s*., and 1 meal trough, 1*s*.,	0	3	7			
1 man's saddle, 15*s*., 2 meat tubs, 3*s*., - -	0	18	0			
12 old open-headed barrels, 5*s*., 3 old hogsheads, 5*s*.,	0	10	0			
1 ox bell, 2*s*., and 3 clothes baskets, 3*s*., - -	0	5	0			
5 looking-glasses, 12*s*., 1 Bible, 4*s*., 6 books, 2*s*., -	0	18	0			
2 spinning-wheels, 13*s*., - - - -	0	13	0			
				13	9	9
1 bed, and furniture, 80*s*., and 1 do. 106*s*. 4*d*., -	9	6	4			
1 bed, and furniture, 96*s*., and 1 flock do. 42*s*. 3d.,	6	18	3			
1 poor old bed, 26*s*., and 12 old blankets, 40*s*., -	3	6	0			
1 calico bed spread, 2 blankets, and 2 sheets, -	1	10	0			
13 towels, 12*s*., 8 pillow-cases, 8*s*. 6*d*., 6 table-cloths, 17*s*. 8*d*., - - - -	1	18	2			
10 old sheets, 33*s*. 8*d*., 1 rye riddle, 1*s*. 4*d*., -	1	15	0			
1 old set plough irons, 6*s*., 2 cleaver and pins, 2*s*. 6*d*.,	0	8	6			
1 draft chain, 6*s*., 2 old axes, 7*s*., - -	0	13	0			
3 old hoes, 4*s*., 2 hay forks, 2*s*. 6*d*., 2 old scythes, 3*s*. 6*d*., - - - - - -	0	10	0			
1 sickle, 1*s*. 3*d*., 1 iron wedge, 6*d*., 2 ox yokes, 6*s*.,	0	7	9			
1 cart and wheels, 76*s*., one rake, 9*d*., - -	3	16	9			
				30	9	9
				£1,792	12	9

WINCHESTER, *August 18th*, 1790.

EZRA HEALY,
JONA. LEARNED,
DAN'L HAWKINS, } *Appraisers.*

CHESHIRE, ss.—*Sept. 2d*, 1790.

Personally appeared Ezra Healy and Jona. Learned, and made solemn oath that in making the foregoing inventory and appraisal of the estate of Jona. Jenks, Esq., deceased, they had acted faithfully and impartially, and according to their best skill and judgment, before

MICAH LAWRENCE, *Reg. Probate.*

A true copy of record.
Attest,

FRED'K A. SUMNER, *Reg. Probate.*

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Deed of Cynthia Jenckes to Moses Brown and O. Wilkinson.

To all to whom these presents shall come, I, Cynthia Jenks, of Winchester, in the county of Cheshire, in the State of New Hampshire, widow and executrix of the last will and testament of Jonathan Jenks, late of said Winchester, esquire, deceased, send, greeting:

Whereas John Hubbard, Esq., judge of probate for the said county of Cheshire, did, by a certain instrument or precept under his hand and seal, grant license to me, the said Cynthia Jenks, to sell and dispose of the real estate of the said Jonathan Jenks, in the words following, viz:

STATE OF NEW HAMPSHIRE, CHESHIRE, ss.

I, John Hubbard, Esq., judge of the probate of wills, &c., for said county, to all unto whom these presents shall come:

Know ye that upon examination before me, at Charlestown, in said county, this day, it appears that the personal estate of Jonathan Jenks, Esq., late of Winchester, in said county, deceased, in the hands of Cynthia Jenks, executrix of the estate of the said Jonathan Jenks, is not sufficient to pay the debts and the demands due from said estate; whereof license is hereby granted to the said Cynthia to sell so much of the real estate of the said Jonathan Jenks, as, together with the personal estate, will be sufficient to pay and discharge the said debts and demands, with incidental charges: and the said Cynthia Jenks is hereby authorized to execute a valid conveyance of all the right and demand of the said Jonathan Jenks, in and unto the said real estate, at the time of his decease, to the purchaser; and she is directed to render an account of the money which shall be raised thereby; how it has been applied; as the law directs.

In testimony whereof, I have hereunto set my hand, and seal of the court of probate for said county, the 22d day of July, anno Domini 1790.

JOHN HUBBARD.

Now know ye that I, the said Cynthia Jenks, by virtue of the license of the said judge, to me directed, in the words foregoing, or to that import, and for the purpose of discharging the debts of the said Jonathan Jenks, for and in consideration of the sum of five hundred and fifty Spanish milled dollars, to me in hand before the ensealing hereof well and truly paid, by Moses Brown, Esq., of Providence, in the county of Providence, and State of Rhode Island, and Oziel Wilkinson, of North Providence, in said county of Providence, blacksmith, the receipt whereof I do hereby acknowledge, and myself therewith fully satisfied, contented, and paid, and thereof and of every part thereof do acquit them, the said Moses Brown and Oziel Wilkinson, their heirs and assigns, for ever, have bargained and sold, and by these presents do give, grant, bargain and sell, to the said Moses Brown and Oziel Wilkinson, all the estates, houses, lands and tenements, and hereditaments, whereof the said Jonathan Jenks died seized, also all the remainder or reversions which by law he had right to at the time of his death, of, in, and unto all land, tenements, hereditaments, situate, lying and being in the townships of Smithfield and North Providence, in the county of Providence, and State of Rhode Island, in particular the following, to wit: one tract of land lying in North Providence aforesaid, near Pawtucket falls, containing about seven acres, with two dwelling houses, one barn, and a corn crib thereon standing, bounded as followeth: beginning at a chesnut post standing on the north side of the post road, and is a southeast corner of land belonging to

William Jenks, or that did belong to him; from thence on the north side of said road, running southeasterly, until it comes to Stephen Jenks's house lot; thence northerly, by said house lot, until it comes to the northwest corner of said lot; then easterly by said lot, until it comes to the northeast corner of said lot; then southerly by said lot, until it comes to said highway, or to John Pitcher's lot; thence, adjoining said lot, until it comes to Pawtucket river, and so to the channel of said river; then northerly by said river, until it comes to land late of said William Jenks; thence westerly and southerly by said Jenks's land and Daniel Taler's land, to the first mentioned bound. One other lot of land lying in said North Providence, adjoining on the west side of the river, called Seaconk river, a little below the landing place, with a cooper's shop thereon standing, and contains, by estimation, forty-one acres and thirty-six poles, be the same more or less, it being the same lot the said Jonathan Jenks purchased of Gideon Jenks, and is bounded as follows: beginning, at the northeast corner, at a heap of stones beside said river, and is the southeast corner of a lot of land which did belong to Jonathan Jenks and Ichabod Ward; from thence west, one degree south, with said lot, about one hundred and ten feet, to a stone standing in the ground, marked I. W., for a corner; thence north with said lot, eighty feet, to another stone standing in the ground, for a corner; thence west with land belonging to John Jenks, fifty-four rods and eleven feet, to a stone pitched in the ground, for a corner; from thence running south, fifteen degrees east, seventy-four rods, to a large black oak stump, for a corner; from thence east, two degrees north, twenty-two rods and a half, crossing the highway to a heap of stones, for a corner; thence south, nearly seven and a half east, with said highway, sixty rods, to a large gray oak stump, for a corner; thence east nineteen degrees north, forty-four rods, to said river, making a corner; northerly with said river to the first mentioned corner. The highway running through part of said tract of land, two rods wide, is hereby excepted. One other lot in said North Providence, which I purchased of John Jenks, situate a little westerly of the distil house, and is bounded as follows: beginning at the northwest corner of a lot belonging, or that did belong, to Joseph Jenks; thence northerly and westerly, with a highway leading to Providence, until it comes to land of John Sears; thence southerly, bounded westerly on said Sears's land, until it comes to land of Ezek. and George Jenks; thence easterly, bounded southerly by said land, until it comes to the corner of said land; thence southerly, bounded westerly on said Ezek. and George's land, until it comes to Walker's house lot; thence easterly on said house lot, until it comes to the highway; thence northerly by said highway, until it comes to land of Timothy Green; then by said Green's land to land of David Ballow, Moses Jenks, James Sheldon, Hezekiah Allen, and Joseph Jenks, to the first mentioned bound. One other tract of land in North Providence, containing about eight acres, situate in the forks of the roads leading from Pawtucket to Providence, and to a place called log bridge; bounding northerly on said log bridge road, southerly on said road leading to Providence, and westerly to the land of William Bayley, Esq. One other tract of land, lying partly in North Providence and partly in Smithfield, containing about eighty acres, part meadow, part arable land, part pasture, and part wood land, bounded at the southwest corner by a large pine tree, marked, standing near the barn of the heirs of Samuel Bayley, deceased, being a northwest corner of a lot belonging to William Bayley, Esq.; then easterly by said Bayley's land, till it comes to his north-

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east corner; thence southerly, by land of said William Bayley, Samuel Bayley, and Ichabod Jenks, till it comes to a large red oak tree, marked, with stones about it; thence eastwardly to a large black oak tree, marked; then southerly, on land of Ichabod Jenks and William Maxwell, till it comes to Bayley's pond, (so called,) keeping the same course across said pond by land of John Sears, till it comes to log bridge road; thence easterly, on the north side of said road, till it comes opposite Ezek. and George Jenks' land; then northerly on said land, and that of Ebenezer Jenks, Esq., deceased, till it comes to Smithfield road; then westerly on said road, till it comes to Samuel Bayley's land; then southerly on his and David Bayley's land, to the first mentioned bound. One other lot of land lying on Mashasuck river, in said Smithfield, containing about twenty acres, bounding southerly on land of John Bucklin and William Bayley, westerly on the river, and land of Nehemiah Sheldon, northerly and easterly on land belonging to the heirs of Samuel Bayley, by William Bayley's bog meadow, and partly on Cool Spring brook, partly on a causeway, and partly on land belonging to the heirs of Samuel Bayley; part of which premises are subject to a mortgage in favor of the heirs of Thomas Earl, deceased, given by the said Jonathan Jenks, Esq., in his lifetime, to the said Thomas Earl, deceased, and a part subject to a certain rent or use given to Lydia Pitcher, wife of John Pitcher, during her life, together with all the remainder of the lands, tenements and hereditaments, water courses, mill privileges, or other commodities and conveniences to the same belonging, situate and being in said township of Smithfield and Providence, which was the property of, or did belong to said Jonathan Jenks at the time of his decease: To have and to hold the hereby granted premises, subject to the aforesaid mortgage and life estate, with all the privileges and appurtenances to the same belonging, or in any wise appertaining, to them, the said Moses Brown and Oziel Wilkinson, their heirs and assigns, for ever, in manner following: that is, three quarter parts thereof to the said Moses Brown, and one quarter part to the said Oziel Wilkinson, and to their heirs and assigns, for ever; not as joint tenants, but as tenants in common. And I, the said Cynthia Jenks, in my said capacity, do hereby covenant and engage that the hereby granted premises are free and clear of any and all former and after grants, (the aforesaid mortgage and life estate excepted,) bargains, sales, leases, mortgages, wills, entails, jointures, doweries, judgments, executions and incumbrances, by me in any wise made or suffered; and that I will not hereafter make or suffer any bargains, sales, leases, mortgages, wills, entails, judgments, executions or incumbrances, of any kind whatsoever, which may tend to obstruct, hinder, or make void this present deed.

In witness whereof, I, the said Cynthia Jenks, have hereunto subscribed my name, and put my seal, this twelfth day of the month called November, in the year of our Lord one thousand seven hundred and ninety-one.

It is to be understood that the foregoing granted premises and water privileges is not to obstruct or hinder the usual water course through Sargent's trench, to those works which have heretofore been supplied with water through the same.

N. B. The wafer at the end of the two first lines of the last paragraph was placed and removed before signing and sealing.

CYNTHIA JENKS. [SEAL.]

Signed, sealed, and delivered in presence of—

DANIEL HAWKINS,

REUBEN ALEXANDER.

CHESHIRE, ss.

WINCHESTER, 12*th of November, A. D.* 1791.

Personally appeared the above subscriber, Cynthia Jenks, and acknowledged the above and foregoing instrument contained on this and four preceding pages, hereto annexed, to be her free and voluntary act and deed; her hand and seal thereto affixed, before me.

REUBEN ALEXANDER, *J. Peace.*

Recorded by

EZEKIEL WHIPPLE.

December 17, 1791.

I certify that this sheet contains a true copy of a deed recorded in North Providence, in the State of Rhode Island, in book No. 2, page 348–49–50.

W. N. RHODES, *T. Clk.*

Assignment of Cahoon mortgage.

To all people to whom these presents shall come, greeting:

I, Cynthia Jenks, of Winchester, in the county of Cheshire, in the State of New Hampshire, widow, and executrix of the last will and testament of Jonathan Jenks, late of said Winchester, Esq., deceased, for and in consideration of the sum of money, or value of the quantity of Indian corn, and interest, secured to myself and Arthur Fenner, Esq , then executor and executrix of the said last will and testament of the said Jonathan Jenks, in trust for the heirs of the said Jonathan Jenks, by the mortgage deed hereunto annexed by Thomas Arnold, of Providence, in the county of Providence, merchant, the receipt whereof I do hereby acknowledge, and myself therewith fully satisfied, contented, and paid, and thereof and of every part thereof do exonerate and acquit him, the said Thomas Arnold, his heirs, executors, administrators, and assigns; and by virtue of the license of the judge of probate of said county of Cheshire, to me directed, to make sale of the real estate of the said Jonathan Jenks, and the same appropriate, with his personal estate, for the payment of his debts, (a part of which personal estate the corn secured by said mortgage was,) have given, granted, bargained and sold, and by these presents do give, grant, bargain, sell, assign, and set over, to the said Thomas Arnold, his heirs and assigns, for ever, all the right, title, interest, claim or demand, which we, the said Cynthia Jenks and Arthur Fenner, Esq , in our said capacities in trust as aforesaid had, or now have, of, in, and to the thereby granted and mortgaged premises, and all the right, title, interest, claim or demand, which we, in our said capacities had, or now have, in or to the moneys or Indian corn, and interest thereon due and arising, secured by said mortgage to him, the said Thomas Arnold, his heirs, executors, and administrators; to have and to hold, all the right, title, interest, claim and demand, which the said Cynthia and the said Arthur had, or now have, of, in, and to the said granted and mortgaged premises, and to the moneys, corn, and interest, thereby secured, and to the rents and profits thereon become due and arising, to him, the said Thomas Arnold, his heirs and assigns, for ever, to his and their only benefit and behoof, for ever.

In witness whereof, I have hereunto subscribed my name and put my seal, this twelfth day of the month called November, in the year of our Lord one thousand seven hundred and ninety-one.

I do furthermore hereby assign and set over, to the said Thomas Arnold,

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his heirs and assigns, for ever, all the further benefit and advantage of a certain judgment of court, in the said county of Providence, obtained on the mortgage whereby the possession of the said mortgaged premises has been recovered. And I do hereby give and deliver to the said Thomas Arnold the seizure and possession of the same, in as full and ample manner as I, the said Cynthia Jenks, or as we, the said Cynthia Jenks and Arthur Fenner, hold the same, to all intents and purposes, in the law above mentioned.

CYNTHIA JENKS. [SEAL.]

Signed, sealed, and delivered in presence of—
DANIEL HAWKINS,
REUBEN ALEXANDER.

CHESHIRE, ss.

WINCHESTER, *the 12th of November*, 1791.

Personally appeared the above subscriber, Cynthia Jenks, and acknowledged the above and foregoing instrument to be her free and voluntary act and deed; hand and seal thereto affixed, before me.

REUBEN ALEXANDER, *J. Peace.*

Recorded November 25, 1791.
Witness, DANIEL COOK, *Town Clerk.*

The foregoing instrument, and the above acknowledgment of Cynthia Jenks, are true copies of record, in book number 22, page 365, &c., of the records of the town of Providence for recording deeds, &c., this 9th day of June, A. D. 1830.
Witness, RICHARD M. FIELD, *T. Clk.*

Cynthia Jencks's bond to procure confirmation.

To all to whom these presents come, I, Cynthia Jenks, widow, and executrix of the last will and testament of Jonathan Jenks, late of Winchester, in the county of Cheshire, and State of New Hampshire, deceased, send, greeting:

And whereas I, the said Cynthia Jenks, have this day, by virtue of said license, and in pursuance of its directions, sold and conveyed to Moses Brown, Oziel Wilkinson, and Thomas Arnold, all the estate which did belong to the said Jonathan Jenks, in the town of Providence, Smithfield, and North Providence, in the county of Providence and State of Rhode Island, and have received pay for the same; and whereas some doubts may arise whether a sale and conveyance so made, by virtue of the license of the judge of probate, in the State of New Hampshire, will give a good and sufficient title to lands and tenements lying in the State of Rhode Island and Providence Plantations; now, for the clearing of all doubts respecting the premises, I, the said Cynthia Jenks, in my said capacity, do covenant and engage, for myself, my heirs, executors, and administrators, to and with the said Moses Brown, Oziel Wilkinson, and Thomas Arnold, their heirs, executors, and administrators, that I will procure an act to be passed by the Legislature of the State of Rhode Island, ratifying and confirming the title by me granted and conveyed as aforesaid, to them and their heirs and assigns, for ever; or, on failure thereof, that I will repay the purchase money which I have received for the same, with lawful interest, and such reasonable costs and damages which they may or shall thereby sustain, as shall sufficiently

indemnify and save them free from loss in the premises, to all intents and purposes.

In witness whereof, I have hereto subscribed my name, and put my seal, this 12th day of November, in the year of our Lord one thousand seven hundred and ninety-one.

CYNTHIA JENKS. [SEAL.]

In presence of
DANIEL HAWKINS,
REUBEN ALEXANDER.

If by death, or any other unavoidable casualty, the said Cynthia is prevented from obtaining the above act of government, it is not meant to hold the present sureties, and demand the purchase money to be refunded of her heirs or executors, but they may have liberty to procure said act within one year, and the same shall be considered a compliance of the above covenant: and this is the true intent and meaning thereof.

THOS. ARNOLD.

Petition of Cynthia Jenckes to General Assembly.

STATE OF RHODE ISLAND, &c.

To the honorable General Assembly of the State of Rhode Island, &c.

Cynthia Jenks, late of Winchester, in the State of New Hampshire, but now of the State of Vermont, executrix of the last will and testament of Jonathan Jenks, late of said Winchester, deceased, respectfully sheweth:

That the personal estate of the said Jonathan Jenks being insufficient to pay his debts, your petitioner obtained authority from the honorable John Hubbard, judge of probate for the county of Cheshire, in said State of New Hampshire, where the said Jonathan last lived, to make sale of so much of the real estate of the said Jonathan Jenks as should be sufficient for the purpose of paying his debts. That your petitioner, in pursuance of said authority, sold and conveyed a part of said deceased's estate, situate within this State. That for the said estate your petitioner received a part of the consideration money, and the residue thereof is to be paid when the deed executed by your petitioner shall be ratified by this assembly.

Your petitioner would further show, that the residue of the said purchase money is absolutely necessary to pay the debts due from said estate, and which are now running on interest. She therefore humbly prays your honors will be pleased to ratify and confirm the sale aforesaid, being, by a deed made by your petitioner unto Moses Brown, and others, on the twelfth day of November, A. D. 1791, for the consideration of five hundred and fifty dollars, whereby your petitioner conveyed the right of redemption to a certain mortgaged estate, and also other lands in said deed mentioned, situate in Smithfield and North Providence.

And your petitioner, as in duty bound, will ever pray.

By request and in behalf of CYNTHIA JENKS,
DANIEL HAWKINS.

IN THE LOWER HOUSE, *June*, 1792.

It is voted and resolved that the said petition be received, and that the said deed be, and the same is hereby, ratified and confirmed, so far as respects the conveyance of any right or interest in said estate mentioned in

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said deed, which belonged to the said Jonathan Jenks at the time of his decease.—Voted and pass, &c.

RAY GREENE, *Clerk.*

IN THE UPPER HOUSE.

Read the same day, and concurred.
By order: HENRY WARD, *Sec'ry.*

A true copy.
Witness, HENRY BOWEN, *Sec'ry.*

State of Rhode Island and Providence Plantations, in General Assembly, June session, 1792.

Whereas Cynthia Jenks, late of Winchester, in the State of New Hampshire, now of the State of Vermont, executrix of the last will and testament of Jonathan Jenks, late of Winchester aforesaid, deceased, preferred a petition, and represented unto this assembly that his personal estate being insufficient for the payment of his debts, she obtained authority from the Hon. John Hubbard, Esq., the judge of probate for the county of Cheshire, in the State of New Hampshire aforesaid, where the said Jonathan last lived, to make sale of so much of the real estate of the said Jonathan Jenks as would be sufficient to pay his debts. That by virtue of the said authority she made sale to Moses Brown, and others, of part of the real estate situate within this State. That she hath received part of the consideration money, and the remainder is to be paid when the sale aforesaid shall be ratified by this assembly; and that the residue of the purchase money is necessary for the payment of said debts. And thereupon the said Cynthia prayed this assembly to ratify and confirm the sale aforesaid, which was made by a deed executed by her on the twelfth day of November last past, for the consideration of five hundred and fifty dollars, whereby she conveyed the right of redemption to a certain mortgaged estate, and also other lands in the said deed mentioned, situate in Smithfield and North Providence.

On due consideration whereof, it is enacted by this General Assembly, and by the authority thereof, that the prayer of the said petition be granted, and that the said deed be, and the same is hereby, ratified and confirmed, so far as respects the conveyance of any right or interest in the estate mentioned in said deed, which belonged to the said Jonathan Jenks at the time of his decease.

True copy.
Witness, HENRY BOWEN, *Sec'ry.*

Report of Commissioners.

State of New Hampshire to the Hon. John Hubbard, Esq., judge of probate of wills, &c., for the county of Cheshire.

We, the subscribers, being appointed and chosen as commissioners to receive and examine the claims of the several creditors to the estate of Jona. Jenks, Esq., late of Winchester, deceased, we do hereby acknowledge and allow the following claims to be just and lawful.

WINCHESTER, VIZ:	£	s.	d.
Due on two notes to Capt. Daniel Hawkins,	26	4	0
Due on book account, to Reuben Bartlett,	39	0	0
Due on book, to Ezra Healey,	7	17	0
	73	1	0

RHODE ISLAND, PROVIDENCE.	£	s.	d.
Due on note to Clark and Nightingale,	438	14	0
Due on note to Brown and Benson,	108	0	0
Due on note to Mrs. Bayley,	127	0	0
Due on note to John Brown,	20	0	0
Due on note to Clark and Nightingale,	17	0	0
Due on note to Paul Mumford,	90	0	0
Due on note to Joseph Mathewson,	44	0	0
Due on note to Jones Bishop,	72	0	0
Due on note to Philip Turner,	3	0	0
Due on note to Samuel Peck,	1	5	0
	920	19	0
Brought down,	73	1	0
	994	0	0

In witness whereof we have hereunto set our hands, this third day of January, 1792.

DANIEL HAWKINS,
EZRA HEALEY,
JONA. LEARNED, } *Com'rs.*

A true copy.
Attest,

FRED. A. SUMNER, *R. Probate.*

Administration account.

An account of the administration of the estate of Jonathan Jenks, Esq., late of Winchester, deceased, in which Cynthia Jenks, the executrix of the last will and testament of the said deceased, chargeth herself with the whole of real and personal estate, and prays an allowance of the following articles of charges, viz:

	£	s.	d.
To cash paid Francis Cooke,	3	17	0
paid Robert Miller,	60	0	0
Daniel Cahoon and Jona. Arnold, Esqrs.,	28	12	6
Daniel Hawkins,	16	2	2
Robert Miller,	12	13	4½
Eben. Scott, jr.,	2	0	0
Abel Oldham,	39	15	6
Nathaniel Ripley,	6	0	0
Jona. Howard,	1	10	0
Asa Hutchins,	5	8	1
Jona. Arnold, Esq.	20	0	0
Lemuel Chandler,	3	18	0¾
Joel Wright,	10	5	0
Brown and Benson,	112	16	4
Jerathmel Jenks,	4	16	0

314.

	£	s.	d.
To cash paid Clarke and Nightingale,	494	7	7
John Alexander,	3	12	6
Nicholas Jenks,	19	7	0
Daniel Hawkins,	29	8	0
Jona. Howard,		15	0
Daniel Hawkins,	48	12	0
Nicholas Jenks,	12	11	11
Eben. Scott, jr.,	4	16	6
Daniel Hawkins,	9	19	2
Do. do.	4	10	0
Nicholas Jenks,	6	11	9
Thos. McBride,	7	9	0
Henry Foster,	5	8	0
Do. do.	5	2	0
Robert Miller,	7	12	5
Dr. Henry Willis,	1	10	0
Daniel Harvey,		12	6
Dr. Prentice,	11	13	8
Dr. Noah Fuller,	3	11	4
Ebenezer Saley,	3	14	0
John Delano,	1	16	0
Ebenezer Scott,	2	16	11
James Foster,		6	0
Wm. Barrett,		19	0
Seth Sylvester,	1	9	0
Medad Evans,	3	6	6
Philip Goss,	7	17	5
Elijah Elmer,	1	1	0
Lemuel Wright,	3	7	1
Dr. Ezek'l Foster,		18	0
Nicholas Haskins,	1	10	9
Capt. Moses Chamberlin,		15	6¾
Greenfield White,	13	17	1
John Askins,	1	0	0
Philip Goss,		11	0
Daniel Ashley,	9	16	0
Joseph Goodall,		8	0
Thos. Wing,	2	8	0
John Alexander,		18	0
Benj'n Sawyer,	1	18	0
Moses Goddard,	5	16	8
Edward Linkfield,		6	0
Ebenezer Sole,		10	0
John Follet,	3	10	0
John Askins,	1	17	10
Sam'l Follet,	1	4	0
Jona. Curtis,		8	8
Nicholas Jenks,	1	19	4
Do. do.	22	12	5½
John Conant,	1	17	0
Thos. Thurston,	3	19	0

	£	s.	d.
To cash paid Medad Evans,	6	10	10
Amos Burrows,		18	11
Wm. Shaw,		6	8
Sam'l Chandler,	1	10	6
Thos. McBride,	2	2	0
Alex'r McDowell,	1	14	2
Benj'n Thurber,	1	1	0
Thos. Thurston,		4	5
Richard Westcott,	1	14	0
Sam'l Weeks,	1	6	9
Jonah French,		6	6
John Butler,	2	10	0
Gideon Shattork		4	6
Moses Chamberlain,	1	5	2½
Do. do., interest,		10	9½
Billy Burnham,		5	0
Silas Barrett,		19	0
Eben Scott, jr.,		6	1
Ezra Healy,	7	17	0
Reuben Bartlett,	39	7	2
Gideon Jenks,	6	11	7½
Dr. Learned,	3	11	6
Do.	5	11	8
Caleb Willis,		1	8
Ezra Parker,	3	0	11
Nehemiah Haskins,	3	1	9
Theodore Watkins,		6	8
for boarding, clothing, and schooling Brown Jenks, from 3 to 7 years old, at 4*s.* 6*d.* per week,	58	0	0
Reuben Owen,		12	0
the funeral charges,	1	10	0
Sam'l Smith,		8	0
Nehemiah Haskins,		16	10
Nath'l Ripley,	3	16	1
Henry Foster,	1	11	3
Francis Cooke,	1	18	11
To exchange of lands for the obligation against Daniel Cahoon, Esq., in Lyndon, for the benefit of the estate, to the value of	298	0	0
To cash paid Dan'l Hawkins,	11	0	0
To the value of the thirds, as set off to me, which I disposed of to pay the debts of the deceased,	180	0	0
To cash paid Cahoon, Esq.,	1	17	0
Time and expense settling the estate,	15	0	0
Total of account,	1,777	5	2
Inventory,	1,792	12	9
Balance in hands of the administrators,	£15	7	7

A true account, errors excepted.

CYNTHIA JENKS, *Executrix.*

315.

CHESHIRE, ss.—*February* 28, 1792.

Personally appeared Cynthia Jenks, executrix, and made solemn oath that the foregoing account of her administration is just and true, before

JOHN HUBBARD, *Judge Probate.*

CHESHIRE, ss.—*February* 28, 1792.

Then the within and foregoing account was exhibited for examination, and allowed by Cynthia Jenks, the executrix; and she producing vouchers for many of the charges, and further proving it by her oath, and the guardian for the heirs agreeing and consenting, and the whole appearing reasonable, the same is therefore allowed, by

JOHN HUBBARD, *Judge Probate.*

A true copy of record.
Attest, FRED'K A. SUMNER, *Reg. Probate.*

Deed—Moses Brown to Thomas Arnold.

To all people to whom these presents shall come, I, Moses Brown, of Providence, in the county of Providence and State of Rhode Island and Providence Plantations, send, greeting:

I, the said Moses Brown, for and in consideration of three hundred and eighty pounds, lawful money, to me in hand before the ensealing hereof well and truly paid, by Thomas Arnold, of the town, county, &c. aforesaid, merchant, the receipt whereof I hereby acknowledge, and myself therewith fully satisfied, contented, and paid, and of every part thereof do acquit him, the said Thomas Arnold, his heirs and assigns, for ever, have bargained, sold, and by these presents do give, grant, bargain, and sell, to the said Thomas Arnold, his heirs, &c., three undivided eighth parts of all the estate, houses, lands, tenements, and hereditaments, which I purchased, in common with Oziel Wilkinson, of Cynthia Jenks, of Winchester, as by her deed duly executed, dated the 12th day of the 11th month, called November, last, and recorded in North Providence, book No. 2, page 348 to 350, inclusive, will appear, together with three-eighth parts of the mortgage mentioned in the said deed to have been given by Jonathan Jenks, deceased, to Thomas Earl, deceased; which mortgage I have since purchased of the same premises as part thereof, which are mentioned and particularly described in the deed aforesaid from the said Cynthia Jenks, and contains all the estate, houses, lands, tenements, and hereditaments, whereof the said Jonathan Jenks died seized; also, all the remainder and reversion which by law he had a right to at the time of his death, of, in, and unto all lands, tenements and hereditaments, situate, lying, and being in the township of Smithfield and North Providence, in the county of Providence, and State aforesaid, and as particularly described in the deed aforesaid; reference thereto on the records thereof being had, will fully appear: to have and to hold the hereby granted premises, subject to the life estate as mentioned in the deed of Cynthia Jenks, aforesaid, with all the privileges and appurtenances, to him, the said Thomas Arnold, his heirs and assigns, as tenants in common, and not joint tenants, with Oziel Wilkinson and myself, as fully as though the said Thomas Arnold had been original purchaser of the three-eighth parts of the premises aforesaid. And I, the said Moses Brown, do hereby covenant and engage that the hereby granted premises are free and clear of all other grants, bargains or sales, by me in any wise made, and which I hereby warrant to

secure and defend from all persons claiming the same, from, by, or under me.

In witness whereof, I, the said Moses Brown, have hereunto subscribed my name and affixed my seal, this 12th day of the 12th month, A. D. 1792.

MOSES BROWN. [SEAL.]

Signed, sealed, and delivered in presence of

PROVIDENCE, ss.

Personally appeared Moses Brown, the above signer, and acknowledged the above instrument to be his voluntary act and deed, hand and seal, this 2d day of April, A. D. 1793, before me,

JOHN DORRANN, *Jus. Com. Pleas.*

Recorded January 13, 1794.

P. HOPE ANGELL, *Town Clerk.*

I certify that this sheet contains a copy of a deed recorded in North Providence, in book 2, page 438.

WM. N. RHODES, *Town Clerk.*

N. PROVIDENCE, *August* 31, 1826.

Indenture of partition.

This indenture, made this 19th day of the 6th month, 1801, between Moses Brown, Thomas Arnold, and Oziel Wilkinson, witnesseth:

Whereas they purchased of Cynthia Jenks certain lands and tenements as tenants in common; that for a division of the same it is covenanted, granted and agreed upon by the said parties, as follows, to wit: that the said Moses Brown, his heirs and assigns, shall possess and enjoy for ever a lot of land lying partly in Smithfield and partly in North Providence, on the road leading from Pawtucket to Smithfield, on which it is bounded, and extends westward to the land formerly Samuel Bayley's, and southerly through Bailey's pond, so called, to the land of Ezek. Jenks and Timothy Greene, being about seventy-eight acres, more or less, and is all that was formerly owned there by Jonathan Jenks, husband of the said Cynthia, deceased, part of which being in fence, and the northern part has been sold by the said Moses to Jonathan Dexter. One other lot, with an ancient dwelling-house thereon, bounded at the southwest by the main street in Pawtucket, and is thereby four feet in front, at right angles from the northwest and southeast lines thereof, which are parallel that distance from the northwest corner of the house divided to Thomas Arnold; southward to the said street, and to extend so twenty links, and then to turn easterly to the middle of the well, and then northeasterly to a point in range of the south side of the old house, and fifteen links eastward of it; thence northeasterly eleven poles and fifteen links, such course as to make the lot seventy feet wide, from the west line; and from thence to continue parallel with the west line till it comes to the burying lot, the bounds of which being agreed to be three feet southward of Jonathan Jenks's monument, and extends ten rods northward and two rods eastward from the fence now westward of the same, the said old house lot turning westward seventy feet, at right angles from the west line, and with the same running southward to the first mentioned bound; together with its rights and privileges in one half the well in it, standing one corner westward of the line aforesaid, and an equal right and privilege in a twenty feet way, assigned for this house lot, and one assigned Thomas Arnold, one

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moiety to each. One other lot, being No. 1, on the plat of the mill lots, so called, extending ninety-nine feet southerly from where an apple tree stood, the place of said apple tree being one hundred and twenty-seven feet from the cellar wall of the dwelling-house northwesterly of the old cotton mill; the said lot adjoining to a way of twenty feet on the south, to extend that width to the river, according to plat, and said way is to remain common for the purpose of getting to and from the dam, floom, and trench, to repair the same, and to be fenced off when the owners choose; but until then may be fenced in and occupied by said Brown, his heirs, &c., with their other lot, so as not to injure or incommode getting to the dam, &c.; but in case in enlarging the cotton mill it be found necessary to set the corner on the said way, they have liberty, provided he lays as much land off to the northward, and keeps the earth down where it now is until they shift the dirt on the said way, at their own expense, as high as it now is: this lot extends from the tree aforesaid to the river, or right angles from said street as runs on the north of said tree, where is a bend. One other lot, No. 8, one ditto No. 9, No. 10, one ditto No. 11, each fifty feet, one ditto No. 12, one ditto No. 13, one ditto No. 14, each forty feet, fronting the said street, and extending westward to the west line of the lots and to said burying ground, and to his old house lot, at right angles from said street; these lots adjoin northward and southward to lots No 7 and 15, belonging to Thomas Arnold. One other lot adjoining the mill lot and Stephen Jenks's land, nearly opposite to twenty feet way, between the two houses aforesaid, and is thirty-three feet on the said street, forty-three feet on Jenks's line, and so to fill the corner on the southwest of the mill seat plat; also eighty-seven feet front of the mill lot, being the north three eighth parts, next to the twenty feet way to the cotton mill aforesaid, the south line of which extends at right angles from said street, being now east thirty-four south, one hundred and forty feet, and then turns east seventy-six degrees south, and extends into the river, then up the stream to the dam, and westerly along by the cotton mill, and to said way, and straight to the first bound, with three-eighths of the privilege of water, floom, dam, and all other advantages belonging to a mill seat, and on which lot the cotton mill and dwelling house, &c. now stand. Two other lots, No. 24 and 25, adjoining Spears's house lot at Pawtucket, and extending northwestward from the northwest corner thereof, one hundred and twenty feet, and southerly at right angles from the main road to the line of Oziel Wilkinson's lot, on the plain or hill, and also adjoins his lot or lots northwestward, and extends round said Spears's lot, and back of Jenks's and Croades's lots, to a lot divided to Thomas Arnold, as described by plat No. 2. Also one other lot on said plat, fifty feet, fronting landing street, on the south of Timothy Greene's, extending back that width to Oziel Wilkinson's lot, on the hill or plain aforesaid. One other lot on the said street and plat, beginning fifty feet southward of the last, leaving Oziel Wilkinson a lot between, and extending that width back, to his lot on the hill aforesaid, and is No. 17 upon the said plat. Also three other lots, upon the same street, No. 20, 21 and 22, leaving one hundred feet between No. 17 and 20 for Thomas Arnold's No. 18 and 19; these three lots include all the land belonging to us southward of Thomas Arnold's said two lots, being about two hundred and ninety feet, more or less. The said Moses Brown is also to have and enjoy all the lots lying at the Pawtucket landing, and all the privileges therein which belonged to Jonathan Jenks, deceased, and conveyed in the deed of his widow, Cynthia Jenks aforesaid; to have

and to hold all and singular the said lots and parcels of land, to him, his heirs and assigns, in severalty, for ever.

And the said Thomas Arnold, his heirs and assigns, shall possess and enjoy for ever one lot of land called the ship yard lot, containing thirty acres and an half, more or less, and is bounded at the southwest corner with the Arnold lot, (so called,) and from this corner runs easterly to Pawtucket river, on the said Arnold's line, and northerly as the road leading through the neck to Pawtucket runs, and is bounded westerly on said road, northerly on the red house lot at said ship yard, and land that did belong to John Jenks, and easterly with Pawtucket river, being all the land said Jonathan Jenks died seized of lying in that place, between the road and the river, together with the cooper's shop thereon. One other piece of pine plain, and joining southerly on the country road from Pawtucket to Providence, easterly partly on a burying ground and other lands, northerly partly on Bailey's pond pasture lot set off to Moses Brown, and westerly on the Bayley land, containing about eleven acres, a road running through the said lot, both which lots lying in North Providence. One dwelling at Pawtucket, being said Jonathan Jenks's mansion house, with the lot it stands on, bounded as follows: beginning at the southeast corner of the house, and extends northerly along the new road thirty four feet, to a twenty feet way before mentioned, to belong, one moiety to the old and the other to this house lot, and extends at right angles with the said new road, westerly, until it meets the line of the old house lot set off to said Brown; then southerly to the middle of the well; from thence twenty links to a corner of this and the old house lot, southerly, to the street; then at right angles with the west line, easterly, so as to make it forty feet, or a few inches less, and then to the first corner. The gore on the south mentioned on the plat to be left open, is ever to remain so, for the convenience of turning into the new road, and to be ascertained by a square building that may at any time be erected to fill the front, and be at right angles, at either corner he or his heirs may choose; and it is to be understood that the fee of the aforesaid twenty feet way, belonging to the owners of this lot so as the use and improvement thereof be equal between this and the old house lot, for a road or gangway, in the same manner as if said Arnold had sold or given out said way by deed, for the equal privilege of the two lots, for ever. One other lot, beginning at the corner of the new road and the aforesaid way, northerly, fifty-four feet from the southeast corner of the said mansion house, and extends northerly along said new road leading to the mill, till it passes by the old barn, two feet, and thence continues on forty feet more, until it meets Moses Brown's lot, and then turning at right angles with said new road till it meets said Brown's old house lot, and then turns southerly along the same until it meets the northwest corner of the said twenty feet way, together with the old barn and other out-houses thereon. One other lot, being No. 7, adjoining southerly Moses Brown's lot No. 8, and extends fifty feet on the said new road, and back to the burying ground or west line of the mill lot, that width. One other lot No. 6, and one ditto No. 5, being the northernmost on the range, and measures about one hundred and sixty-five feet front, extending back to the west line of our purchase, and is, by plat there, about one hundred and fifty-nine feet, more or less, is all the land left after measuring the other lots aforesaid. One other lot on the east side of said new road, No. 2, the southwest corner of an apple tree, or stone where it stood, and from it measures northward one hundred and nineteen feet, and extends that width, at right angles from said new road, as it is laid northward from

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the tree, where there is a bend, and runs easterly to the mill pond, and adjoins southerly to Moses Brown's lot, No. 1. One other, No. 4, being the north lot on this street, on the east side, and measures about seventy-one feet, more or less, and includes the whole between Oziel Wilkinson's lot, No. 3, and our northern bound; so extends easterly to the mill pond, and three-eighths of the mill seat or lot aforesaid is divided to the said Thomas Arnold, on the south, and contains one hundred and eleven and an half feet in front, on the said new road, bounded southerly by Moses Brown's lot, and Stephen Jenks's and Jerathmel Jenks's, the northwest corner is a stone in the ground, for a bound between this and Oziel Wilkinson's lot, and extends at right angles from the said road one hundred and twelve feet, to a stake; thence east fifty one south, into the river, and contains all the right of soil we purchased southward of this lot, along Sergeant's trench, in such manner as is not hereafter to be occupied or used so as to molest or any wise hinder or damage the passage of water to the shops on the said trench, together with three-eighth parts of the water privilege, dam, and all the rights, covenants, immunities, and advantages thereto belonging, in severalty, him, his heirs and assigns, for ever. Also one other lot on the landing road, containing two adjoining lots, being No. 18 and 19, and both making one hundred feet front, and adjoining Moses Brown's lot, No. 17, on the north, and his lot No 20 on the south, and extends back to Oziel Wilkinson's hill or plain lot, and are goreing lots—wider in the rear than in front—the south line being at right angles with the course of the street, as per plat. One other lot, No. 23, lying back of Timothy Greene's house, bounded southerly with Moses Brown's lot, No. 15, which he sold Timothy Greene; westerly partly with Oziel Wilkinson's hill lot, and partly with Moses Brown's lot, back of Croades's; northerly, it is bounded partly with Croades's and other lots; to have and to hold to him, the said Thomas Arnold, his heirs and assigns, in severalty, for ever.

And the said Oziel Wilkinson, his heirs and assigns, shall possess and enjoy for ever one lot of land, being meadow, on Mashashue river, containing nineteen acres and one-quarter, more or less, being all we purchased of the said Cynthia Jenks, referring to the said deed for a more particular description. One other lot on the hill or plain westward of said Wilkinson's house, containing about eleven acres and three-quarters, more or less. One other lot adjoining the same, and fronting on the landing road, fifty feet, and holding that width from the said road till it meets his hill lot aforesaid, being nearly opposite his house, and adjoining Moses Brown's on the south, and one he sold Timothy Greene on the north, and is lot No. 16, on plat No. 2. One other piece of land, being part of the watered meadow lot, and adjoins his aforesaid hill lot, the highway, and Moses Brown's lot, No. 25; the lot being so called on the plat No. 26 to 30, inclusive, which lying together makes one in this division, bounded as aforesaid. One other lot, lying southward of Pawtucket landing and westward of the road opposite to the northward end of Thomas Arnold's ship yard lot aforesaid, and is bounded northerly on land once John Jenks's, westerly on the same, containing about fourteen acres, more or less, being all that there lieth belonging to us. One other lot, No. 3, fronting on the new road eighty-four feet, and extends easterly to the mill pond, at right angles with said road, bounding northerly and southerly on No. 4 and 2 of Thomas Arnold's, aforementioned; and his quarter part of the mill seat, so called, lieth in front, eighty feet on the new road, bounded between Moses Brown's lot on the north and Thomas

Arnold on the south, and is described, as to the north and south lines, by these two lots aforesaid; and the same extends to the river, as marked on the plat, and described aforesaid, together with one-quarter part of the water privilege, dam, and also the rights, covenants, immunities, and advantages belonging thereto, in severalty to him, his heirs and assigns, for ever.

And whereas the water has not yet been divided or assigned in each one's using his exact proportion, by regulating the gates for that purpose, it is to be understood that this division of the soil is not to affect any future regulation of the use of the water. And it having been originally agreed that the repairs of the dam and floom be made and done as tenants in common, or in proportion as we respectively own, so we covenant for ourselves, our heirs and assigns, that the same shall continue to be done, unless it be the covering of the floom, which is to be done by the respective owners, in their own lots, as they may think best.

And whereas by agreement with the owners of the water privilege below ours, we are to erect a gate in our floom, in order to regulate the water, and we having agreed that the same be done on our joint account, in proportion as we own, and on the land and at the floom of Thomas Arnold, divided off as aforesaid; and in order to compensate him, one-quarter part of the width of the gate, which, by the aforesaid agreement we are to make, as Oziel Wilkinson's part, and three-eighth parts as Moses Brown's part, be allowed said Thomas Arnold out of Oziel Wilkinson's lot, from the southeastern side of the floom to the river, and that three-eighths be allowed by said Moses to the said Oziel, to compensate him, and be taken on the line between their lot, from said Brown's lot, and added to Wilkinson's, from the said east side of the floom, and extend to the river. And that the said floom or water way, to be made, is to be kept in repair in the proportion each owns of the water privilege, and free access to the same is to be had at all times for that purpose, and to hoist and regulate the gate, when erected; and the width of the said gateway be covered and supported by each of us, in proportion as aforesaid, across the floom, for the purpose of getting to the gate with safety and convenience.

And whereas by the face of this agreement and partition an equality may not appear, it is to be remembered that, for the equalizing each one part according to what they respectively own, such payment and securities have been given, and such settlements made, as to compensate each other to our mutual satisfaction; and in consideration hereof, we severally, for ourselves, our heirs and assigns, relinquish, and for ever quit claim to each other, all right, title, and interest, in any other part save only the part herein assigned and described to be divided off in severalty to each one, respectively; which to be and remain an estate in fee simple, for ever. And it is to be understood that the island, trench, and dam, be and remain in common, and undivided; any thing expressed to the contrary notwithstanding.

In witness whereof, we, the said Moses Brown, Thomas Arnold, and Oziel Wilkinson, set our hands and seals, ths 22d day of 2d month, A. D. 1801.

MOSES BROWN,
THOMAS ARNOLD,
OZIEL WILKINSON. } [SEALS.]

Signed, sealed, and delivered in presence of

TIMOTHY GREENE,
WILLIAM ALMY,
SAMUEL SLATER.

3/8.

Recorded December 15, 1801.

P. EZEKIEL WHIPPLE, *T. Clk.*

PROVIDENCE, sc.

In Providence, September 14, 1801, personally appeared Moses Brown and Oziel Wilkinson, and severally acknowledged the within and foregoing instrument in writing, by them subscribed, to be their voluntary act and deed, with their hands and seals thereunto affixed, before me,

NATHAN W. JACKSON, *J. Peace.*

PROVIDENCE, sc.

In Providence, September 15, 1801, personally appeared Thomas Arnold, subscriber to the within and foregoing written instrument, and acknowledged the same to be his voluntary act and deed, with his hand and seal thereunto affixed, before me,

NATHAN W. JACKSON, *J. Peace.*

I certify that these three sheets contain a copy of the division deed recorded in North Providence, in book No. 3, pages No. 9, 10, 11 and 12.

WM. N. RHODES, *Town Clerk.*

NORTH PROVIDENCE, *September* 21, 1826.

Deed—Moses Brown to Timothy Greene.

To all people to whom these presents shall come, I, Moses Brown, of Providence, in the county of Providence and State of Rhode Island, merchant, send, greeting:

Know ye that I, the said Moses Brown, for and in consideration of the sum of two hundred dollars, to me in hand before the ensealing hereof well and truly paid, by Timothy Greene, of North Providence, county and State aforesaid, tanner, the receipt whereof I do hereby acknowledge, and am therewith fully satisfied, contented, and paid, and thereof and of every part and parcel thereof do exonerate, acquit, and discharge him, the said Timothy, his heirs, executors, and administrators, for ever, by these presents, have given, granted, bargained, sold, aliened, enfeoffed, conveyed, and confirmed, and by these presents do freely, fully, and absolutely give, grant, bargain, sell, alien, enfeoff, convey, and confirm, unto him, the said Timothy Greene, his heirs and assigns, for ever, a certain small lot of land lying in said North Providence, adjoining northerly on the said Timothy Greene's house lot, easterly on the landing road, so called, at Pawtucket, beginning at the southeasterly corner of said Greene's lot, by said highway, and extends southerly along the same fifty feet, to a lot belonging to Oziel Wilkinson, and extending back from said landing road at right angles from the same, holding the breadth of fifty feet, till it comes to Oziel Wilkinson's lot, being supposed two hundred feet, more or less, but not at this time recollected, and bounded southerly with said Wilkinson's lot, and northerly partly with a back lot of Thomas Arnold, westerly on the side hill with the line of said Wilkinson's hill or plain lot; to have and to hold the said granted and bargained premises, with all the appurtenances, privileges, and commodities to the same belonging, or in any wise appertaining, to him, the said Timothy Greene, his heirs and assigns, for ever, to him and their only proper use, benefit, and behoof, for ever. And I, the said Moses Brown, for myself, my heirs, executors, and administrators, do covenant, promise, and grant, to and with the said Timothy Greene, his heirs and assigns, that

at and before the ensealing hereof, I am the true, sole, and lawful owner of the above bargained premises, and am lawfully seized and possessed of the same, in my own right, as a good, perfect, and absolute estate of inheritance, in fee-simple, and have in myself good right, full power, and lawful authority, to grant, bargain, sell, convey, and confirm the said bargained premises, in manner as aforesaid; and that the said Timothy Greene, his heirs and assigns, shall and may, from time to time, and at all times for ever hereafter, by force and virtue of these presents, lawfully, peaceably, and quietly have, hold, use, occupy, possess, and enjoy the said demised and bargained premises, with the appurtenances, free and clear, and freely and clearly acquitted, exonerated, and discharged of and from all and all manner of former or other gifts, grants, bargains, sales, leases, mortgages, wills, entails, jointures, doweries, judgments, executions, and incumbrances, of what name or nature soever, that might in any measure or degree obstruct or make void this present deed.

Furthermore, I, the said Moses Brown, for myself, my heirs, executors, and administrators, do covenant and engage the above demised premises to him, the said Timothy Greene, his heirs and assigns, against the lawful claims or demands of any person or persons whatsoever, for ever to warrant, secure, and defend, by these presents. And I, Mary Brown, wife of the said Moses Brown, hereby, for the consideration aforesaid, yield up my right of dower and power of thirds in the granted premises.

In witness whereof, the said Moses Brown, and Mary, his wife, hereunto set their hands and seals, this seventh day of the third month, A. D. 1797.

MOSES BROWN, } [SEALS.]
MARY BROWN. }

Signed, sealed, and delivered in presence of

REMEMBER BOWEN,
OBADIAH BROWN.

Recorded 27th September, 1799.

PROVIDENCE, sc.

Personally appeared Moses Brown, the within subscriber, and acknowledged the within instrument to be his voluntary act and deed, hand and seal, before me, this 24th day of the 9th month, called September, A. D. 1799.

CALEB JENKS, *J. Peace.*

I certify, that the deed of which this is a copy is recorded in North Providence, in book No. 2, page 721.

WM. N. RHODES, *T. Clerk.*

Deed—Timothy Greene to D. Wilkinson.

To all people to whom these presents shall come, I, Timothy Greene, of North Providence, in the county of Providence, and State of Rhode Island, manufacturer, send, greeting:

Know ye that I, the said Timothy Greene, for and in consideration of the sum of one thousand dollars, to me in hand before the ensealing hereof well and truly paid, by David Wilkinson, of the town, county, and State aforesaid, manufacturer, the receipt whereof I do hereby acknowledge, and am therewith fully satisfied, contented, and paid, and thereof and of every part

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and parcel thereof do exonerate, acquit, and discharge him, the said David Wilkinson, his heirs, executors, and administrators, for ever, by these presents, have given, granted, bargained, sold, aliened, enfeoffed, conveyed, and confirmed, and by these presents do freely, fully, and absolutely give, grant, bargain, sell, alien, enfeoff, convey, and confirm, unto him, the said David Wilkinson, his heirs and assigns, for ever, one certain lot of land lying in the village of Pawtucket, and on the westerly side of the street leading to Providence, by the turnpike, beginning on the northerly line of the said David's house lot, where he now lives, and extending twenty-five feet northerly, by the aforesaid street, to a stake and stone, for a corner; thence turning, and running westerly, keeping the same distance from the said David Wilkinson's north line of his house lot, which same line is also said Timothy Greene's south line of the lot he purchased of Moses Brown, which is a fifty feet lot, and is to extend westerly, as deeded by said Moses Brown to the said Timothy Greene, and is deeded and sold under the following agreement: the said David Wilkinson is to turn out eight feet of the north side of the now deeded twenty-five feet of land, on the whole length, from the road and street to the west line, which is considered to be where the line of trees now stand, partly up the hill, and to make and maintain the same; and the said Timothy Greene is to turn out, make, and maintain, eight feet of the south side of his remaining twenty-five feet of the same lot; and the said road or gangway is to be made and maintained by the two parties, for their mutual use, and is to be understood and agreed that the said Timothy Greene retains his large pear tree, which stands on the part that will be turned out for the gangway, as completely as though no gangway or conveyance had been made:—to have and to hold the said granted and bargained premises, with all the appurtenances, privileges, and commodities to the same belonging, or in any wise appertaining, to him, the said David, his heirs and assigns, for ever, to his and their only proper use, benefit, and behoof, for ever. And I, the said Timothy Greene, for myself, my heirs, executors, and administrators, do covenant, promise, and grant, to and with the said David Wilkinson, his heirs and assigns, that at and before the ensealing hereof, I am the true, sole, and lawful owner of the above bargained premises, and am lawfully seized and possessed of the same, in my own proper right, as a good, perfect, and absolute estate of inheritance, in fee simple, and have in myself good right, full power, and lawful authority to grant, bargain, sell, convey, and confirm the said bargained premises, in manner as aforesaid. And that the said David Wilkinson, his heirs and assigns, shall and may, from time to time, and at all times for ever hereafter, by force and virtue of these presents, lawfully, peaceably, and quietly have, hold, use, occupy, possess, and enjoy the said demised and bargained premises, with the appurtenances, free and clear, and freely and clearly acquitted, exonerated, and discharged of and from all and all manner of former or other gifts, grants, bargains, sales, leases, mortgages, wills, entails, jointures, doweries, judgments, executions, and incumbrances, of what name or nature soever, that might in any measure or degree obstruct or make void this present deed.

Furthermore, I, the said Timothy Greene, for myself, my heirs, executors, and administrators, do covenant and engage the above demised premises to him, the said David Wilkinson, his heirs and assigns, against the lawful claims or demands of any person or persons whatsoever, for ever to warrant, secure, and defend, by these presents. And I, Lucy Greene, wife

of the aforesaid Timothy Greene, do, for the aforesaid consideration, relinquish, and for ever quit claim, my right of dower and power of thirds, in and to the above described premises.

Signed, sealed, and delivered, this tenth day of the eighth month, A. D. 1821.

TIMOTHY GREENE. [SEAL.]
LUCY GREENE. [SEAL.]

In presence of
JOHN GARDNER,
EARON SHEARMAN,
E. G. HARRIS.

Recorded 24th October, 1821.

PROVIDENCE, sc.

North Providence, October 26, 1821. Then the within named Timothy Greene personally appeared, and acknowledged the above written instrument to be his free act and deed, with his hand and seal thereunto affixed, before me,

STEPHEN JENCKES, *J. Peace.*

I certify that this is a copy of a deed recorded in North Providence, in book No. 5, page 80.

WM. N. RHODES, *Town Clerk.*

Deed—Oziel Wilkinson to D. Wilkinson.

To all people to whom these presents shall come, I, Oziel Wilkinson, of North Providence, in the county of Providence, and State of Rhode Island, merchant, send, greeting:

Know ye that I, the said Oziel Wilkinson, for and in consideration of the sum of nine hundred dollars, to me in hand before the ensealing hereof well and truly paid, by David Wilkinson, of the town, county, and State aforesaid, the receipt whereof I do hereby acknowledge, and am therewith fully satisfied, contented, and paid, and thereof and of every part and parcel thereof do exonerate, acquit, and discharge him, the said David Wilkinson, his heirs, executors, and administrators, for ever, by these presents, have given, granted, bargained, sold, aliened, enfeoffed, conveyed, and confirmed, and by these presents do freely, fully, and absolutely give, grant, bargain, sell, alien, enfeoff, convey, and confirm, unto him, the said David Wilkinson, his heirs and assigns, for ever, one certain lot of land lying in said North Providence, and is bounded and described as follows, viz: lying on the westerly side of the landing road, opposite my dwelling house, and is fifty feet front, on said landing road, and about one hundred and seventy feet back, of a westerly direction, until it comes to the line of my hill pasture lot, holding the width of fifty feet, adjoining on Timothy Greene's land on the north, and Ebenezer Tiffany on the south, always reserving to myself, my heirs and assigns, for ever, a sufficient passway on the southerly side of said lot, from said road to my other land, with teams, or any thing for the useful improvement of the same, unless the said David Wilkinson, his heirs, &c., shall provide a suitable passway adjoining on the southerly side of said lot; to have and to hold the said granted and bargained premises, with all the appurtenances, privileges, and commodities to the same belonging, or in any wise appertaining, to him, the said David Wilkinson, his

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heirs and assigns, for ever, to his and their only proper use, benefit, and behoof, for ever. And I, the said Oziel Wilkinson, for myself, my heirs, executors, and administrators, do covenant, promise, and grant, to and with the said David Wilkinson, his heirs and assigns, that at and before the ensealing hereof, I am the true, sole, and lawful owner of the above bargained premises, and am lawfully seized and possessed of the same, in my own proper right, as a good, perfect, and absolute estate of inheritance, in fee simple, and have in myself good right, full power, and lawful authority to grant, bargain, sell. convey, and confirm the said bargained premises, in manner as aforesaid. And that the said David Wilkinson, his heirs and assigns, shall and may, from time to time, and at all times for ever hereafter, by force and virtue of these presents, lawfully, peaceably, and quietly have, hold, use, occupy, possess, and enjoy the said demised and bargained premises, with the appurtenances, free and clear, and freely and clearly acquitted, exonerated, and discharged of and from all and all manner of former or other gifts, grants, bargains, sales, leases, mortgages, wills, entails, jointures, doweries, judgments, executions, and incumbrances, of what name or nature soever, that might in any measure or degree obstruct or make void this present deed.

Furthermore, I, the said Oziel Wilkinson, for myself, my heirs, executors, and administrators, do covenant and engage the above demised premises to him, the said David Wilkinson, his heirs and assigns, against the lawful claims and demands of any person or persons whatsoever, for ever to warrant, secure, and defend, by these presents.

In witness whereof, I, the said Oziel Wilkinson, and Lydia Wilkinson, have hereunto set our hands and seals, this 21st day of 2d month, A. D. 1812, and of the independence of America, thirty-six.

OZIEL WILKINSON. [SEAL.]
LYDIA WILKINSON. [SEAL.]

In presence of
HEZEKIAH HOWE,
DANIEL GREENE.

Recorded February 3, 1812.

PROVIDENCE, sc.

North Providence, February 21, 1812. Personally appeared Oziel Wilkinson, signer and sealer of the within written instrument, and acknowledged the same to be his own voluntary act and deed, before me,

JAMES MASON, *Jus. Peace.*

I certify that this is a copy of a deed recorded in North Providence, in book No. 3, page 750.

WM. N. RHODES, *Town Clerk.*

Copy of Nicholas Jenckes's deposition.

I, Nicholas Jenks, of North Brookfield, in the county of Worcester, in the commonwealth of Massachusetts, yeoman, of lawful age, do testify and say, that, by the last will of my father, Jonathan Jenks, of Brookfield, in the county aforesaid, Gideon Jenks, Jonathan Jenks, and myself, were obliged to support our mother, Freelove Jenks, during her natural life; and that the real estate given by the said will to the said Gideon, Jonathan, and myself, was made chargeable with the support of her, the said Freelove.

That the said Freelove lived with me the principal part of the time during her life; and that my brothers, Gideon Jenks and Jonathan Jenks, and the heirs of said Jonathan, contributed towards her support, and paid me their proportion of the expense. That on or about the twelfth day of November, 1791, Cynthia Jenks, widow and executrix of my said brother, Jonathan Jenks, sold that portion of the real estate situated in North Providence and Smithfield, given by said will to her late husband, Jonathan Jenks, to Moses Brown and others. That on or about said twelfth day of November, 1791, Thomas Arnold, of Providence, called upon me, (and I supposed him to be the agent of Moses Brown and others,) and wanted to know what sum I would take to indemnify said estate, sold as aforesaid to Moses Brown and others, from all liability for the support of the said Freelove Jenks; which I then agreed to do for one hundred and fifty dollars, and took said Arnold's note for said sum—bears date November the twelfth, 1791, and payable the first of March following—which note was afterwards paid at the Providence Bank, the original of which is hereunto annexed. That it is my impression Daniel Hawkins, of Winchester, was present at the time of making the agreement with Thomas Arnold, and that he, Daniel Hawkins, witnessed said note; and that he, said Daniel Hawkins, as I think and believe, acted as agent and as adviser in said business, from Mrs. Cynthia Jenks; and I considered and understood that said Hawkins acted as agent or assistant in the settling the affairs of Mrs. Cynthia Jenks, generally.

Question by defendant's attorney. Did your brother, Jonathan Jenks, owe considerable money debts at the time of his decease; and were many of those debts due to citizens of Rhode Island?

Answer. I do not know any thing as to the amount of his debts, or to whom owing, except a mortgage to Thomas Earle, of Rhode Island.

Question by defendant's attorney. Was you frequently at Winchester? Did you frequently confer with your sister, Cynthia Jenks, as the executor of her husband's will? And did you know how or by what means she provided for the payment of his debts?

Answer. I did not frequently confer with my sister, Cynthia Jenks, and I do not know how or by what means she provided for the payment of her husband's debts, excepting by the sale of the estate afore referred to.

Question by defendant's attorney. Was you acquainted with the situation of the estate sold to Moses Brown and others; its value at that time; the incumbrances thereon; the amount of such incumbrances; and the situation of them?

Answer. I know the situation of the land, but the amount of incumbrances I know nothing about.

Question by defendant's attorney. Was real estate at Pawtucket of little value when you moved from there; and did it so remain, until revived by the introduction of cotton spinning?

Answer. In 1777, when I moved from there, real estate was very low, and did not materially alter till the introduction of cotton spinning.

Question by defendant's attorney. Was Mrs. Cynthia Jenks and her friends well satisfied at the time with the sale of said estate; and did she complain at that time, or any other, of imposition or fraud being practised upon her?

Answer. I know nothing but they were satisfied.

Question by defendant's attorney. Was your brother Jonathan, at or

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before his decease, engaged in one or more manufacturing companies; and were those companies deeply involved in debt?

Answer. My brother Jonathan was concerned in two or more manufacturing companies, and it was reported that they were deeply involved in debt.

NICHOLAS JENKS.

COMMONWEALTH OF MASSACHUSETTS, WORCESTER, ss.

Personally appeared the within named Nicholas Jenks, and was duly sworn to the truth of the within deposition, by him subscribed, which was reduced to writing by me, in his presence, and taken at the request of David Wilkinson, to be used in the trial of a cause now pending before the circuit court of the Rhode Island district; in which cause Thomas Leland, and others, are plaintiffs, and the said Wilkinson is defendant.

DANIEL GILBERT, *J. Peace.*

May 17, 1827.

Deponent's fees,	$1 00
Just. fees, -	2 00
	$3 00

Copy.

WINCHESTER, 12*th of the* 11*th month*, 1791.

Value received, I promise to pay Nicholas Jenks, or order, one hundred and fifty dollars, on or before the first day of the third month next; as witness my hand.

THOMAS ARNOLD.

DAN'L HAWKINS.
Paid 28 2 mo. 1792.

It is agreed that this deposition may be used on the trial of the case for which it was taken.

CHARLES F. TILLINGHAST,
Plaintiff's attorney.

RHODE ISLAND DISTRICT, sc.

Clerk's office of the circuit court of the United States, in Providence, June 21, 1830.

I certify, that the preceding pages contain true copies of all the papers in the case of Thomas Leland and wife, and others, against David Wilkinson, upon the mandate from the Supreme Court; and also a true copy of the case and questions upon which the judges of said court were divided in opinion, on the trial of said case.

In testimony whereof, I have hereunto set my hand, and affixed of said court, the day and year above written.

BENJAMIN COWELL,
Clerk of said court.